



SELAH CITY COUNCIL

Study Session

March 10, 2026

4:30 p.m.– 5:30 p.m.: Utility Billing Cycle



SELAH CITY COUNCIL

Regular Meeting

March 10, 2026

4:30p.m.: Study Session

5:30 p.m.: Regular Scheduled Meeting

Significant items on the Agenda – such as Consent Agenda Items, Public Hearings, Ordinances and Resolutions
– will have an explanatory Agenda Item Sheet (AIS)

A yellow AIS cover page indicates an action item.

A blue AIS cover page indicates an informational/non-action item.



Selah City Council
Meeting Date: March 10, 2026
4:30 p.m.: Study Session
5:30 p.m.: Regular Meeting

Mayor:
Mayor Pro Tem +
Councilmember:
Councilmembers:

Roger Bell

Joshua Redtfeldt
Jared Iverson
Elizabeth Marquis
Clifford Peterson
William Longmire
David Monaghan
Mike Costello
Rob Case
Courtney McGarity

City of Selah
115 W. Naches Ave.
Selah, WA 98942

City Administrator:
City Attorney:
City Clerk:

AGENDA

- 1) **Call to Order – Mayor Bell**
- 2) **Roll Call**
- 3) **Registering in record of councilmember absence(s) as excused absence(s), per SMC 1.06.070**
- 4) **Pledge of Allegiance**
- 5) **Invocation with Jason Williams of Harvest Community Church**
- 6) **Announcement of changes, if any, from previously published Agenda**
- 7) **Getting to know local businesses, agencies and/or people (up to 5 minutes total)**
- 8) **Comments from the public (up to 30 minutes total)**

The City of Selah is a non-charter code city, and we are presently conducting a regular meeting between the Mayor and City Council. A maximum of thirty minutes will be allotted for public comments.

Common-sense standards of decorum apply. Comments must be respectful; no profanity or insults are allowed. Comments pertaining to City business and official actions are the most valued, but comments pertaining to City officials' ability to fulfill their job duties due to events, actions, or activities that occurred outside the scope of their duties as a city official may also be offered. Constructive criticism of City officials is allowed including constructive criticism specifically mentioning City officials or employees by name as to official actions, but defamation, personal attacks and impertinent assertions are not allowed.

Commenters are limited to one comment per meeting, and each comment is subject to a duration limit. City staff may disallow or modify any received written comment that exceeds its duration limit or that is deemed inappropriate, and the Mayor or Presiding Officer may turn off the podium microphone or otherwise silence any in-person comment that exceeds its duration limit or is deemed inappropriate.

These standards are subject to revision and will be updated whenever necessary to comply with constitutional requirements.

- A. Pre-arranged oral comments (up to 5 minutes each):
 - Pattie Graffe – SDA
- B. Reading of received written comments (up to 2 minutes each): None
- C. Oral comments by people in attendance (up to 2 minutes each):

9) **Proclamations/Announcements** – None

10) **Consent Agenda**

Consent Agenda items are listed with an asterisk (). Those items are considered routine and will be addressed via joint motion, without any discussion or debate. However, upon the request of any Councilmember an item will be removed from the Consent Agenda, will be addressed separately, and will be subject to discussion and debate.*

- A. Courtney McGarity * Approval of Minutes from February 24, 2026 Council Meeting
- B. Kimberly Grimm * Approval of Claims & Payroll
- C. Jennifer Leslie * Minutes from February 10, 2026 Planning Commission Meeting
- D. Mick Gause * Resolution Authorizing the Mayor to Sign a Fourteen-Page Record Sharing Agreement, Whereby Selah will be Able to Utilize the Washington State Patrol’s (WSP’s) New Traffic and Criminal Software (TraCS)
- E. Ty Jones * Resolution Authorizing the Mayor to Sign “Task Order No. 26038” with HLA Engineering and Land Surveying, Inc., for Professional Services Related to the City’s E Orchard Avenue Sidewalk Improvements – South Side Project

11) **General Business**

- A. New Business – City Council Candidate Interviews
- B. Old Business – None

12) **Public Hearings/Forums** – None

13) **Resolutions**

- A. Mick Gause Resolution Authorizing the Mayor to Sign a Fifteen-Page Professional Services Agreement with Secure Court Solutions, L.L.C., for Electronic Home Monitoring and Remote Alcohol Breath Monitoring

- 14) **Ordinances** – None
- 15) **Reports/Announcements**
 - A. Departments
 - B. Councilmembers, personally and on behalf of committees and boards
 - C. City Attorney
 - D. City Administrator
 - E. Mayor or Presiding Officer, personally and on behalf of committees and board
- 16) **Closed Session** – None
- 17) **Executive Session** – None
- 18) **Adjournment**

Next Regular Meeting: March 24, 2026
Next Study Session: April 14, 2026



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 3/10/2026
Agenda Number: 10A

Action Item

Title: Approval of Meeting Minutes from February 24, 2026 Council Meeting

From: Courtney McGarity, City Clerk

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: N/A

Funding Source: N/A

Background/Findings/Facts: N/A

Recommended Motion: I move to approve the Consent Agenda in the form presented (This item is part of the consent agenda).

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date: **Action Taken:** None

City of Selah City Council
Regular Meeting Minutes
February 24, 2026



Call to Order

Mayor Bell called the meeting to order at 5:30 p.m.

Roll Call

Councilmembers Present: David Monaghan, Joshua Redtfeldt, Elizabeth Marquis, Mike Costello, Clifford Peterson, William Longmire

Councilmembers Absent: Jared Iverson

Staff Present: Roger Bell, Mayor; Rob Case, City Attorney; Mick Gause, Police Chief; Jim Lange, Fire Chief; Ty Jones, Public Works Director; Matthew Taylor, Public Works Supervisor; Zack Schab, Recreation + Tourism Manager; Kimberly Grimm, Finance Director; Courtney McGarity, City Clerk

Pledge of Allegiance was said by all in attendance

Invocation

Russ Carlson of the LDS

Pre-Arranged Oral Comments

- Pattie Graffe – Provided updates from Selah Downtown Association
Facade Grant Applications will be accepted until 2/27; 4th of July event planning is underway; negative experience with a community citizen

Oral Comments by People in Attendance

- Russ Carlson – Spoke on dissatisfaction with the process of hiring a City Administrator
- Eden Scott Hutt – Spoke in regard to a tort claim he previously filed with the City

Consent Agenda (all items listed with an asterisk (*) are considered part of the consent agenda and are enacted in one motion).

Mayor Bell presented the stipulations of the Consent Agenda.

Approved Consent Agenda

- A. Courtney McGarity * Approval of Minutes of February 10, 2026 Council Meeting

- B. Kimberly Grimm * Approval of Claims & Payroll
- C. Michael Gause * Authorizing the Mayor to Sign a Five-Page Purchase Agreement, Whereby Selah will Begin Receiving Permitium Services for CPL Applications

Councilmember Redtfeldt moved to approve the Consent Agenda. Councilmember Peterson seconded. Mayor Bell asked Council for discussion. Hearing none, Mayor Bell requested a voice vote to approve the motion and approve the Consent Agenda. All are in favor. Motion carries by voice vote.

Resolutions

- A. Roger Bell Resolution Confirming the Mayor's Selection of Michael Costello as City Administrator

Councilmember Monaghan moved to approve the Resolution. Councilmember Marquis seconded. Following a roll call vote by Courtney McGarity, City Clerk, Councilmembers Monaghan, Redtfeldt, Marquis and Peterson are in favor; Councilmember Longmire is opposed; Councilmember Costello is abstained; Councilmember Iverson is absent. The motion carries, 4-1.

Councilmember Costello formally announces resignation from position as Councilmember, effective February 24, 2026, at 11:59pm, to accept the appointment as City Administrator to begin February 25, 2026.

Staff Reports/Announcements

The following staff members provided a department report:

- Courtney McGarity, City Clerk
- Zack Schab, Recreation + Tourism Manager
- Mick Gause, Police Chief
- Jim Lange, Fire Chief
- Ty Jones, Public Works Director
- Kimberly Grimm, Finance Director

Councilmember Reports

- Councilmember Monaghan – Attended the YVCOG meeting on 2/18 which focused on legislation concerning water rights in WA state.
- Councilmember Marquis – Attended the Selah School District Board meeting on 2/12; will be following up with the Fire Commissioners and Steering Committee to plan next steps.

- Councilmember Costello – Attended the Yakima County Homeless Coalition meeting where grant discussions were a focus, as well as selection of officers; attended the Office of Emergency Management Executive Board meeting and most funding is currently on hold due to the connection to Homeland Security and FEMA; in April there will be a mass casualty exercise at PNWU, and there are discussions around combining OEM and EMS in an effort to minimize duplicate services
- Councilmember Peterson – Swim lesson registration is expected to open around mid-March followed by pool rental openings to Selah District residents on 5/1-5/10.
- Councilmember Longmire – The new pool shades should be up by mid-May.

City Attorney’s Report

Provided an update on OUA 2026-001 from City Council meeting on 2/10 which included a change to the language within Section 4.1

Mayor’s Report

In celebration of America’s 250th the City of Selah will be helping to host an art contest and more information will be coming soon; Flock cameras for City of Selah will not be turned on again unless WA state legislature moves forward with new bills, and we receive a complete analysis that sets clear rules governing how the data is collected, stored and accessed; There will be a Study Session on 3/10 at 4:30pm focusing on the Utility Billing Cycle; the open position for Council will be posted tomorrow for those who are interested in applying; a Mayor Pro Temp will need to be elected at the next City Council meeting; there may be a few changes to committee assignments for Councilmembers in the coming weeks.

Adjournment

Councilmember Monaghan moved to adjourn the meeting. Councilmember Peterson seconded. Mayor Bell adjourned.

Meeting ended at 6:35 p.m.

Roger Bell, Mayor

David Monaghan, Councilmember

Clifford Peterson, Councilmember

Elizabeth Marquis, Councilmember

Michael Costello, Councilmember

Joshua Redtfeldt, Councilmember

William Longmire, Councilmember

ABSENT
Jared Iverson, Councilmember

ATTEST:

Courtney McGarity, City Clerk



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 3/10/2026
Agenda Number: 10B

Action Item

Title: Approval of Claims and Payroll

From: Kimberly Grimm, Finance Director

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: See attached payroll and claims directories

Funding Source: N/A

Background/Findings/Facts: N/A

Recommended Motion: I move to approve the Consent Agenda in the form presented (This item is part of the consent agenda).

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date: **Action Taken:** None

CHECK REGISTER

City Of Selah

Time: 14:18:50 Date: 03/04/2026

03/06/2026 To: 03/06/2026

Page: 1

Chk #	Claimant	Trans	Date	Type	Acct #	Amount	Memo
EFT	Employee Paycheck	1399	03/06/2026	Payroll	1	907.88	
EFT	Employee Paycheck	1400	03/06/2026	Payroll	1	219.86	
EFT	Employee Paycheck	1401	03/06/2026	Payroll	1	294.86	
EFT	Employee Paycheck	1403	03/06/2026	Payroll	1	294.86	
EFT	Employee Paycheck	1404	03/06/2026	Payroll	1	294.86	
EFT	Employee Paycheck	1405	03/06/2026	Payroll	1	294.86	
EFT	Employee Paycheck	1406	03/06/2026	Payroll	1	294.86	
EFT	Employee Paycheck	1407	03/06/2026	Payroll	1	2,210.55	
EFT	Employee Paycheck	1408	03/06/2026	Payroll	1	2,202.86	
EFT	Employee Paycheck	1409	03/06/2026	Payroll	1	2,429.24	
EFT	Employee Paycheck	1410	03/06/2026	Payroll	1	2,245.10	
EFT	Employee Paycheck	1411	03/06/2026	Payroll	1	3,203.37	
EFT	Employee Paycheck	1412	03/06/2026	Payroll	1	2,122.66	
EFT	Employee Paycheck	1413	03/06/2026	Payroll	1	1,941.12	
EFT	Employee Paycheck	1414	03/06/2026	Payroll	1	1,936.24	
EFT	Employee Paycheck	1415	03/06/2026	Payroll	1	95.93	
EFT	Employee Paycheck	1416	03/06/2026	Payroll	1	84.57	
EFT	Employee Paycheck	1417	03/06/2026	Payroll	1	2,538.54	
EFT	Employee Paycheck	1419	03/06/2026	Payroll	1	2,246.14	
EFT	Employee Paycheck	1420	03/06/2026	Payroll	1	4,780.91	
EFT	Employee Paycheck	1421	03/06/2026	Payroll	1	2,036.83	
EFT	Employee Paycheck	1422	03/06/2026	Payroll	1	2,655.06	
EFT	Employee Paycheck	1423	03/06/2026	Payroll	1	2,223.92	
EFT	Employee Paycheck	1424	03/06/2026	Payroll	1	1,320.09	
EFT	Employee Paycheck	1425	03/06/2026	Payroll	1	2,916.81	
EFT	Employee Paycheck	1426	03/06/2026	Payroll	1	2,150.00	
EFT	Employee Paycheck	1428	03/06/2026	Payroll	1	1,991.72	
EFT	Employee Paycheck	1429	03/06/2026	Payroll	1	80.57	
EFT	Employee Paycheck	1430	03/06/2026	Payroll	1	80.57	
EFT	Employee Paycheck	1431	03/06/2026	Payroll	1	938.86	
EFT	Employee Paycheck	1432	03/06/2026	Payroll	1	2,889.13	
EFT	Employee Paycheck	1433	03/06/2026	Payroll	1	2,357.73	
EFT	Employee Paycheck	1434	03/06/2026	Payroll	1	2,196.91	
EFT	Employee Paycheck	1435	03/06/2026	Payroll	1	2,202.52	
EFT	Employee Paycheck	1436	03/06/2026	Payroll	1	4,038.92	
EFT	Employee Paycheck	1437	03/06/2026	Payroll	1	2,384.46	
EFT	Employee Paycheck	1438	03/06/2026	Payroll	1	1,529.46	
EFT	Employee Paycheck	1440	03/06/2026	Payroll	1	2,462.11	
EFT	Employee Paycheck	1441	03/06/2026	Payroll	1	170.65	
EFT	Employee Paycheck	1442	03/06/2026	Payroll	1	3,997.45	
EFT	Employee Paycheck	1443	03/06/2026	Payroll	1	2,063.21	
EFT	Employee Paycheck	1444	03/06/2026	Payroll	1	99.90	
EFT	Employee Paycheck	1445	03/06/2026	Payroll	1	848.99	
EFT	Employee Paycheck	1447	03/06/2026	Payroll	1	2,097.96	
EFT	Employee Paycheck	1448	03/06/2026	Payroll	1	2,369.84	
EFT	Employee Paycheck	1449	03/06/2026	Payroll	1	3,080.55	
EFT	Employee Paycheck	1450	03/06/2026	Payroll	1	2,251.74	
EFT	Employee Paycheck	1451	03/06/2026	Payroll	1	2,019.76	
EFT	Employee Paycheck	1452	03/06/2026	Payroll	1	2,162.59	
EFT	Employee Paycheck	1453	03/06/2026	Payroll	1	2,265.85	
EFT	Employee Paycheck	1454	03/06/2026	Payroll	1	4,020.90	
EFT	Employee Paycheck	1455	03/06/2026	Payroll	1	2,486.86	
EFT	Employee Paycheck	1456	03/06/2026	Payroll	1	1,878.60	
EFT	Employee Paycheck	1457	03/06/2026	Payroll	1	3,880.23	
EFT	Employee Paycheck	1458	03/06/2026	Payroll	1	3,245.21	
EFT	Employee Paycheck	1459	03/06/2026	Payroll	1	2,123.26	

CHECK REGISTER

City Of Selah

Time: 14:18:50 Date: 03/04/2026

03/06/2026 To: 03/06/2026

Page: 2

Chk #	Claimant	Trans	Date	Type	Acct #	Amount	Memo
EFT	Employee Paycheck	1460	03/06/2026	Payroll	1	2,171.10	
EFT	Employee Paycheck	1461	03/06/2026	Payroll	1	2,890.98	
EFT	Employee Paycheck	1462	03/06/2026	Payroll	1	2,903.97	
EFT	Employee Paycheck	1463	03/06/2026	Payroll	1	2,930.80	
EFT	Employee Paycheck	1464	03/06/2026	Payroll	1	2,169.63	
EFT	Employee Paycheck	1465	03/06/2026	Payroll	1	1,954.33	
EFT	Employee Paycheck	1466	03/06/2026	Payroll	1	3,275.04	
EFT	Employee Paycheck	1467	03/06/2026	Payroll	1	3,308.97	
EFT	Employee Paycheck	1468	03/06/2026	Payroll	1	2,908.67	
EFT	Employee Paycheck	1469	03/06/2026	Payroll	1	2,014.81	
EFT	Employee Paycheck	1470	03/06/2026	Payroll	1	2,673.25	
EFT	Employee Paycheck	1471	03/06/2026	Payroll	1	95.93	
EFT	Employee Paycheck	1472	03/06/2026	Payroll	1	2,689.08	
EFT	Employee Paycheck	1473	03/06/2026	Payroll	1	2,255.31	
EFT	Employee Paycheck	1474	03/06/2026	Payroll	1	2,770.51	
EFT	Employee Paycheck	1475	03/06/2026	Payroll	1	2,106.93	
EFT	Employee Paycheck	1476	03/06/2026	Payroll	1	2,496.94	
EFT	Employee Paycheck	1478	03/06/2026	Payroll	1	1,223.22	
EFT	Employee Paycheck	1479	03/06/2026	Payroll	1	2,604.14	
EFT	Employee Paycheck	1481	03/06/2026	Payroll	1	2,246.29	
EFT	Employee Paycheck	1482	03/06/2026	Payroll	1	3,587.79	
EFT	Employee Paycheck	1483	03/06/2026	Payroll	1	2,823.57	
EFT	Employee Paycheck	1485	03/06/2026	Payroll	1	2,173.24	
EFT	Employee Paycheck	1486	03/06/2026	Payroll	1	2,255.31	
EFT	Employee Paycheck	1487	03/06/2026	Payroll	1	1,397.03	
EFT	Employee Paycheck	1488	03/06/2026	Payroll	1	3,372.35	
EFT	Employee Paycheck	1489	03/06/2026	Payroll	1	2,649.37	
EFT	Employee Paycheck	1490	03/06/2026	Payroll	1	3,194.29	
EFT	EFTPS	1492	03/06/2026	Payroll	1	60,245.65	
87107	Employee Paycheck	1402	03/06/2026	Payroll	1	294.86	
87108	Employee Paycheck	1418	03/06/2026	Payroll	1	69.07	
87109	Employee Paycheck	1427	03/06/2026	Payroll	1	68.30	
87110	Employee Paycheck	1439	03/06/2026	Payroll	1	80.57	
87111	Employee Paycheck	1446	03/06/2026	Payroll	1	78.06	
87112	Employee Paycheck	1477	03/06/2026	Payroll	1	78.06	
87113	Employee Paycheck	1480	03/06/2026	Payroll	1	197.65	
87114	Employee Paycheck	1484	03/06/2026	Payroll	1	65.05	
87115	Employee Paycheck	1491	03/06/2026	Payroll	1	72.91	
Total Checks:						238,551.52	

CHECK REGISTER

City Of Selah

Time: 14:18:50 Date: 03/04/2026

03/06/2026 To: 03/06/2026

Page: 3

Chk #	Claimant	Trans	Date	Type	Acct #	Amount	Memo
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I, the undersigned, do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described herein, and that the claim is a just, due and unpaid obligation against the City of Selah, and that I am authorized to authenticate and certify to said claim.

Payroll Specialist

Finance Director

Subscribed this _____ day of _____, _____

The following voucher/checks are approved for payment:

Voucher/check number _____ through _____ Total \$ _____

ACCOUNTS PAYABLE

City Of Selah

Time: 08:21:35 Date: 03/05/2026

As Of: 04/24/2026

Page: 1

Accts Pay #	Received	Date Due	1606	Vendor	Amount	Memo
7297	03/02/2026	03/10/2026	1606	Abadan	12.71	Invoice #AR353903
7306	02/19/2026	03/10/2026	1606	Abadan	125.66	Invoice AR352940
7378	03/04/2026	03/10/2026	1606	Abadan	160.44	Invoice #AR352939
7421	03/04/2026	03/10/2026	1606	Abadan	99.45	Invoice #AR352941
7298	03/02/2026	03/10/2026	1623	Alliance 2020, Inc.	62.13	Invoice #5866469
7318	03/03/2026	03/10/2026	1627	Amazon Capital Services	1,236.36	Invoice #119F-7RHW-P1QN
7422	03/04/2026	03/10/2026	1633	Anatek Labs	117.00	Invoice #2604055, 2604369, 2604523
7423	03/04/2026	03/10/2026	1633	Anatek Labs	78.00	Invoice #2604920, 2605118
7319	03/03/2026	03/10/2026	1652	Autozone	159.72	Invoice #03720543334
7289	02/27/2026	03/10/2026	1663	Basin Disposal Of Yakima, LLC	109,020.82	Invoice #5882833
7310	02/27/2026	03/10/2026	1673	Bill Harris Used Cars Inc	536.42	Invoice 37598
7409	03/04/2026	03/10/2026	1699	CBC Custom Embroidery & Digital Art	66.96	Invoice #0000011
7305	02/18/2026	03/10/2026	1710	Cascade Natural Gas Corp	681.61	Invoice due 3/5/26
7320	03/03/2026	03/10/2026	1717	Central Chain & Transmission, Inc.	31.14	Invoice #INV146228
7321	03/03/2026	03/10/2026	1723	Centrisys Corporation	890.22	Invoice #PSI-38376
7410	03/04/2026	03/10/2026	1724	Centurylink - FD	176.74	Invoice #333827572
7311	03/02/2026	03/10/2026	1727	Charter Communications	10.00	Invoice 176781801022126
7416	03/04/2026	03/10/2026	1727	Charter Communications	53.01	Invoice #176781401022126
7404	03/04/2026	03/10/2026	1734	Christensen, Inc.	767.05	Invoice #0817803-IN
7322	03/03/2026	03/10/2026	3575	City of Ellensburg	1,000.00	Invoice #MISC00000585975
7304	03/02/2026	03/10/2026	1742	City of Selah, Utilities	214.60	Invoice #10120
7313	03/02/2026	03/10/2026	1742	City of Selah, Utilities	210.67	Invoice February 2026 Billing
7374	03/04/2026	03/10/2026	1742	City of Selah, Utilities	855.63	Invoice #27540
7405	03/04/2026	03/10/2026	1742	City of Selah, Utilities	229.45	Invoice #23350 Feb2026
7424	03/04/2026	03/10/2026	1742	City of Selah, Utilities	16,401.20	Invoice #PW WSG
7373	03/04/2026	03/10/2026	3063	City of Yakima	4,000.00	Invoice #2247479
7323	03/03/2026	03/10/2026	1756	Core & Main LP	2,151.34	Invoice #Y528414
7290	02/27/2026	03/10/2026	1763	Culligan Yakima	32.16	Invoice #CD3353410, CD3433446
7426	03/04/2026	03/10/2026	1763	Culligan Yakima	9.98	Invoice #CD3434139
7425	03/04/2026	03/10/2026	3576	Current Electric N.W., LLC	39,010.67	Invoice #25006 Prog Est 1/Final
7299	03/02/2026	03/10/2026	1777	Daniel Polage	11,000.00	Invoice #March2026
7291	02/27/2026	03/10/2026	2881	Department of Health	4,938.71	Invoice #774006
7427	03/04/2026	03/10/2026	3553	Eadon Prairie Construction, LLC	576,949.04	Invoice #24185-02
7324	03/03/2026	03/10/2026	1819	Edge Construction Supply, Inc.	196.53	Invoice #H48490
7325	03/03/2026	03/10/2026	1839	Evergreen Rural Water Of Washington	462.40	Invoice #E3426
7292	02/27/2026	03/10/2026	1842	FP Mailing Solutions	146.48	Invoice #RI107107145
7308	02/22/2026	03/10/2026	1853	First Responder Outfitters, Inc	645.01	Invoice #'s 27540-3, 27480-3
7307	01/28/2026	03/10/2026	2846	Gardner, Billy	216.40	Invoice from 1/28/26
7326	03/03/2026	03/10/2026	1883	HD Fowler Company	6,140.02	Invoice #I7240846
7327	03/03/2026	03/10/2026	1883	HD Fowler Company	116.10	Invoice #I7240851

ACCOUNTS PAYABLE

City Of Selah

Time: 08:21:35 Date: 03/05/2026

As Of: 04/24/2026

Page: 2

Accts Pay #	Received	Date Due		Vendor	Amount	Memo
7328	03/03/2026	03/10/2026	1883	HD Fowler Company	-6,121.76	Invoice #C662256
7293	02/27/2026	03/10/2026	1895	Helms Hardware Company	124.49	Invoice #865283
7300	03/02/2026	03/10/2026	1895	Helms Hardware Company	26.00	Invoice #865944
7329	03/03/2026	03/10/2026	1895	Helms Hardware Company	181.98	Invoice #864708
7330	03/03/2026	03/10/2026	1895	Helms Hardware Company	36.03	Invoice #864806
7331	03/03/2026	03/10/2026	1895	Helms Hardware Company	4.86	Invoice #864983
7333	03/03/2026	03/10/2026	1895	Helms Hardware Company	3.79	Invoice #864989
7334	03/03/2026	03/10/2026	1895	Helms Hardware Company	34.89	Invoice #864990
7336	03/03/2026	03/10/2026	1895	Helms Hardware Company	132.10	Invoice #865019
7337	03/03/2026	03/10/2026	1895	Helms Hardware Company	5.29	Invoice #865020
7338	03/03/2026	03/10/2026	1895	Helms Hardware Company	18.66	Invoice #865094
7339	03/03/2026	03/10/2026	1895	Helms Hardware Company	4.72	Invoice #865116
7340	03/03/2026	03/10/2026	1895	Helms Hardware Company	1.81	Invoice #865148
7341	03/03/2026	03/10/2026	1895	Helms Hardware Company	65.08	Invoice #865150
7342	03/03/2026	03/10/2026	1895	Helms Hardware Company	131.21	Invoice #865190
7343	03/03/2026	03/10/2026	1895	Helms Hardware Company	6.82	Invoice #865202
7344	03/03/2026	03/10/2026	1895	Helms Hardware Company	192.53	Invoice #865402
7345	03/03/2026	03/10/2026	1895	Helms Hardware Company	16.86	Invoice #865420
7346	03/03/2026	03/10/2026	1895	Helms Hardware Company	14.52	Invoice #865437
7347	03/03/2026	03/10/2026	1895	Helms Hardware Company	23.41	Invoice #865445
7348	03/03/2026	03/10/2026	1895	Helms Hardware Company	14.63	Invoice #865473
7349	03/03/2026	03/10/2026	1895	Helms Hardware Company	45.13	Invoice #865545
7350	03/03/2026	03/10/2026	1895	Helms Hardware Company	10.58	Invoice #865546
7351	03/03/2026	03/10/2026	1895	Helms Hardware Company	188.76	Invoice #865652
7352	03/03/2026	03/10/2026	1895	Helms Hardware Company	24.93	Invoice #865661
7353	03/03/2026	03/10/2026	1895	Helms Hardware Company	13.17	Invoice #865766
7354	03/03/2026	03/10/2026	1895	Helms Hardware Company	9.77	Invoice #865801
7355	03/03/2026	03/10/2026	1895	Helms Hardware Company	8.78	Invoice #865834
7356	03/03/2026	03/10/2026	1895	Helms Hardware Company	39.79	Invoice #865844
7357	03/03/2026	03/10/2026	1895	Helms Hardware Company	32.54	Invoice #865883
7358	03/03/2026	03/10/2026	1895	Helms Hardware Company	114.72	Invoice #865936
7359	03/03/2026	03/10/2026	1895	Helms Hardware Company	14.64	Invoice #866014
7360	03/03/2026	03/10/2026	1895	Helms Hardware Company	-68.29	Invoice #A00513
7361	03/03/2026	03/10/2026	1895	Helms Hardware Company	-4.72	Invoice #A01101
7362	03/03/2026	03/10/2026	1895	Helms Hardware Company	-39.05	Invoice #A01366
7407	03/04/2026	03/10/2026	1895	Helms Hardware Company	41.52	Invoice #865438, 865867, 865868, 866041
7408	03/04/2026	03/10/2026	1895	Helms Hardware Company	81.96	Invoice #866159
7363	03/03/2026	03/10/2026	1901	Independent Water Service, Inc.	88.97	Invoice #R243138
7412	03/04/2026	03/10/2026	1933	Jerry's Pest Service, LLC	348.29	Invoice #14197
7428	03/04/2026	03/10/2026	1962	Kelley's Tele-Communications	182.41	Invoice #1010612803012026

ACCOUNTS PAYABLE

City Of Selah

Time: 08:21:35 Date: 03/05/2026

As Of: 04/24/2026

Page: 3

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
7309	02/23/2026	03/10/2026	1975	L. Paul Schneider, Ph.d., Abpp	525.00 Invoice 252
7406	03/04/2026	03/10/2026	1977	LN Curtis & Sons	2,504.77 Invoice #INV1040189
7364	03/03/2026	03/10/2026	1979	LabTest	80.00 Invoice #28055
7301	03/02/2026	03/10/2026	2008	Margita A. Dornay, Attorney at Law	9,000.00 Invoice #010
7414	03/04/2026	03/10/2026	2956	Miracle Cleaners	84.52 Invoice #5256
7365	03/03/2026	03/10/2026	2037	NC Machinery	96.45 Invoice #YKCS0491281
7302	03/02/2026	03/10/2026	2055	ODP Business Solutions, LLC	180.41 Invoice #460106067001
7366	03/03/2026	03/10/2026	2055	ODP Business Solutions, LLC	56.47 Invoice #460225646001
7377	01/26/2026	03/10/2026	2055	ODP Business Solutions, LLC	90.95 Invoice # 449339409001
7413	03/04/2026	03/10/2026	2055	ODP Business Solutions, LLC	294.72 Invoice #460104218001
7429	03/04/2026	03/10/2026	2059	One Call Concepts	79.23 Invoice #6029111
7303	03/02/2026	03/10/2026	2061	Operation Omni Janitorial Service	6,019.52 Invoice #328898
7430	03/04/2026	03/10/2026	2066	Oxarc, Inc.	526.83 Invoice #0062244482
7431	03/04/2026	03/10/2026	2075	Pacific Power	16,819.34 Invoice #PWFeb2026
7375	03/04/2026	03/10/2026	2471	Polar Heating & Air Conditioning LLC	97.47 Invoice #JasonW
7367	03/03/2026	03/10/2026	2146	Russell Landscaping, LLC	1,570.35 Invoice #13203
7315	01/31/2026	03/10/2026	3024	Secure Court Solutions, LLC	555.52 Invoice P-100676
7312	03/02/2026	03/10/2026	2163	Securitas Technology Corporation	337.35 Invoice #'s 6005618918, 6005918920
7415	03/04/2026	03/10/2026	2181	Senske Services, LB 1246	72.10 Invoice #16766636
7368	03/03/2026	03/10/2026	2241	Tractor Supply Credit Plan	242.87 Invoice #01518439
7335	03/03/2026	03/10/2026	2246	TransUnion Risk & Alternative	108.50 Invoice ID 329925-202602-1
7371	03/03/2026	03/10/2026	3094	Tree Top Store	125.00 Invoice #2356
7420	03/04/2026	03/10/2026	2268	Valley Septic Services LLC	115.00 Invoice #268139
7432	03/04/2026	03/10/2026	2268	Valley Septic Services LLC	435.00 Invoice #268140
7287	02/24/2026	02/24/2026	26350	Von Essen, Kathy	240.62 2635.0 - 302 SELAH
7332	03/02/2026	03/10/2026	2294	WA Law Enforcement Information	50.00 Invoice 5245
7295	02/27/2026	03/10/2026	2537	WA State Treasurer	11,126.51 Invoice STFEB2026
7369	03/03/2026	03/10/2026	2285	WWCPA	25.00 Invoice #Renewal 2026
7433	03/04/2026	03/10/2026	2308	Washington St Dept of Transportation	711.10 Invoice #RE 45 JE5007 L317
7314	03/02/2026	03/10/2026	2311	Washington State Patrol	72.00 Invoice I2604875
7317	03/03/2026	03/10/2026	2332	William Ervin	1,636.68 Invoice #FEB2026
7418	03/04/2026	03/10/2026	2337	Yakima Battery & Auto Electric	277.30 Invoice #226853
7419	03/04/2026	03/10/2026	2345	Yakima Co EMS	439.60 Invoice #S2026-014, S2026-004
7372	02/28/2026	03/10/2026	2339	Yakima Cooperative Association	3,835.63 Invoice date 2/28/26
7435	03/04/2026	03/10/2026	2347	Yakima County District Court	3,940.89 Invoice #01012026-1-P
7294	02/27/2026	03/10/2026	3095	Yakima County Elections	21,662.94 Invoice #YCE1225
7434	03/04/2026	03/10/2026	2353	Yakima County GIS	200.00 Invoice #Storm2026, Planning2026
7296	02/27/2026	03/10/2026	2354	Yakima County Prosecutor's	148.18 Invoice STFEB2026
7370	03/03/2026	03/10/2026	2360	Yakima Herald Republic	159.25 Invoice #83461
7417	03/04/2026	03/10/2026	2378	Yakima Worker Care	72.00 Invoice #51896

ACCOUNTS PAYABLE

City Of Selah

Time: 08:21:35 Date: 03/05/2026

As Of: 04/24/2026

Page: 4

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
7411	03/04/2026	03/10/2026	3098 iSpyFire, Inc.	754.62	Invoice #5115
Report Total:				860,633.34	

I, the undersigned, do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described herein, and that the claim is a just, due and unpaid obligation against the City of Selah, and that I am authorized to authenticate and certify to said claim.

Payroll Specialist

Finance Director

Subscribed this _____ day of _____, _____

The following voucher/checks are approved for payment:

Voucher/check number _____ through _____ Total \$ _____



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 3/10/2026
Agenda Number: 10C

Informational Item

Title: Minutes from February 10, 2026 Planning Commission Meeting

From: Jennifer Leslie, Community Development Specialist

Action Requested: Informational - No Action Needed

Staff Recommendation: N/A

Board/Commission Recommendation: N/A

Fiscal Impact: N/A

Funding Source: N/A

Background/Findings/Facts: N/A

Recommended Motion: N/A

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Action Taken: None

City of Selah
Planning Commission Minutes
February 03, 2026

A. Call to Order

Chairman Smith calls the meeting to order at 5:34pm.

B. Roll Call

Members Present: Chairman Smith, Vice Chair Apodaca, Commissioner: Graf & Elliott.
Members Absent: Todd Nottingham.
Staff Present: Jennifer Leslie, Community Development Specialist.
Guest: Joseph Calhoun, HLA.

C. Agenda Changes

D. Communications

1. Oral - None
2. Written - None

E. Approval of Minutes

1. Approval of minutes from December 15, 2025.

Chairman Smith asks for a motion to approve the minutes from the December 15, 2025 meeting.

Commissioner Elliott motions to approve.

Commissioner Graf seconds.

Minutes are approved with a voice vote of 4-0.

F. Public Hearings

G. General Business

1. Old Business - None
2. New Business -
 - Re-select Planning Commission Chairman and Vice Chair for the 2026 year.

Chairman Smith asks for a motion to re-select Lisa Smith, Chairman and Jammie Apadoca, Vice Chair for the 2026 year.

Commissioner Elliott motions to re-select Lisa Smith, Chairman and Jammie Apadoca, Vice Chair for the 2026 year.

Commissioner Graf seconds.

Lisa Smith, Chairman and Jammie Apadoca, Vice Chair are re-selected for the 2026 year with a voice vote of 3-0.

- Joseph Calhoun with HLA provides an update on the City of Selah Periodic Update.

H. Reports/Announcements

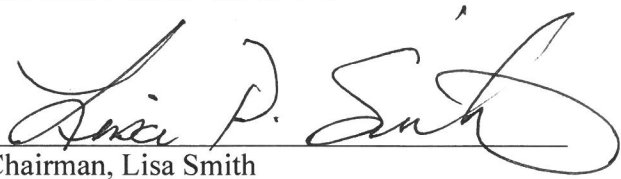
1. Chairman - None
2. Commissioners - None
2. Staff – None

I. Adjournment

Commissioner Elliott motions to adjourn.

Chairman Smith seconds.

Chairman Smith adjourns the meeting at 6:20pm with a voice vote of 4-0.


Chairman, Lisa Smith



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 3/10/2026
Agenda Number: 10D

Action Item

Title: Resolution Authorizing the Mayor to Sign a Fourteen-Page Record Sharing Agreement, Whereby Selah will be Able to Utilize the Washington State Patrol's (WSP's) New Traffic and Criminal Software (TraCS)

From: Police Chief, Michael Gause

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: None. The Police Department will be able to utilize the software at no charge.

Funding Source: N/A

Background/Findings/Facts: The Selah Police Department has historically used SECTOR software—as made available by the Washington State Patrol (WSP)—when the Police Department processes Notices of Infraction (NOIs), Police Traffic Collision Reports (PTCRs), Notices of Criminal Citation (NOCCs), DUI Arrest Reports, Warning/Correction Notices, and Tow/Impound Forms. WSP will soon discontinue use of SECTOR and is moving all law enforcement agencies statewide to a new Traffic and Criminal Software (TraCS).

The TraCS software will enable officers to send data electronically to their supervisors for review, to WSP for processing, to prosecutors for charging action, and to courts for filing, and it will also expedite processes and eliminate the need to hand write documents.

WSP will make the TraCS software available without charge and will provide training to agencies in Yakima County—including the Selah Police Department—in June of 2026 to assist with the transition.

A fourteen-page Record Sharing Agreement has been prepared. A copy is submitted with the instant AIS. The terms are acceptable to City staff and City staff recommends that the Agreement be approved and entered into, via approval of the proposed Resolution that is also submitted within the instant AIS.

Recommended Motion: I move to approve the Resolution in the form presented.

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date:	Action Taken:
	None

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE MAYOR TO SIGN A FOURTEEN-PAGE RECORD SHARING AGREEMENT, WHEREBY SELAH WILL BE ABLE TO UTILIZE THE WASHINGTON STATE PATROL'S (WSP's) NEW TRAFFIC AND CRIMINAL SOFTWARE (TraCS)

WHEREAS, the Selah Police Department desires to use the Washington State Patrol's (WSP's) new Traffic and Criminal Software (TraCS); and

WHEREAS, to enable such, the WSP has proposed a fourteen-page Record Sharing Agreement that would impose no fiscal impact on the City; and

WHEREAS, the terms of the proposed Agreement are acceptable to City staff and City staff has recommended that it be approved and entered into; and

WHEREAS, the City Council finds that good cause exists;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor be and is authorized to sign the fourteen-page Record Sharing Agreement in the form appended hereto.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 10th day of March, 2026.

Roger Bell, Mayor

ATTEST:

Courtney McGarity, City Clerk

APPROVED AS TO FORM:

Rob Case, City Attorney

**TRAFFIC AND CRIMINAL SOFTWARE (TraCS)
RECORD SHARING AGREEMENT
BETWEEN
WASHINGTON STATE PATROL
AND
SELAH POLICE DEPARTMENT**

This Agreement is made and entered into by and between the Washington State Patrol, hereinafter referred to as the WSP, and the Selah Police Department hereinafter referred to as the Agency (collectively referred to as "Party" or "Parties"). This Agreement is entered into under authority of the Revised Code of Washington 39.34 Interagency Agreements.

The Agency acknowledges that this document is provided in a secured PDF format and is not to be converted to other formats (including but not limited to Microsoft Word) for editing. Any changes made outside of the WSP review process will render the document null and void.

PURPOSE

The purpose of this Agreement is to provide the Agency listed above access to the WSP's Traffic and Criminal Software (TraCS). This Agreement defines roles and expectations regarding the Traffic and Criminal Software (TraCS) processes record sharing and use practices, and the method for resolving technical issues. Agency is:

- A general authority Washington law enforcement agency as defined in Section 10.93.020 of the Revised Code of Washington.
- A Washington Tribal Authority as defined in Section 10.92 of the Revised Code of Washington.
- A limited authority Washington law enforcement agency as defined in
- An Office of a Prosecuting Attorney as defined in Chapter 36.27 or Chapter 35A.11 of the Revised Code of Washington
- An "Animal care and control agency" as defined in Chapter 16.52.011(c) of the Revised Code of Washington.

THEREFORE, IT IS MUTUALLY AGREED THAT:

1. DEFINITIONS

As used throughout this Agreement, the following terms shall have the meanings set forth below:

"AOC" means the Administrative Office of the Courts.

"Confidential Information" means Records as defined herein, or information specifically protected from release or disclosure by law under either [Chapter 42.56 RCW \(Public Records Act\)](#) or other state or federal statutes. Confidential Information includes, but is not limited to, information about public employees, lists of individuals for commercial purposes, information about the infrastructure and security of computer and telecommunication networks, and/or personally identifiable information as described herein.

"Record Steward": A Record Steward is a guardian of an organization's records, responsible for ensuring its quality, usability, security, and compliance with policies, acting as a bridge between user teams and business users to make Records trustworthy for decision-making.

"DOL" means the Department of Licensing.

"DUI" means Driving Under the Influence.

"eTRIP Committee" means the group comprised of the WTSC, WASPC, WSP, AOC, WSDOT and DOL traffic records governing entities.

"JINDEX" means Justice Information Network Data Exchange, an application managed by WaTech.

"LASA" means Local Agency System Administrator.

“**NOCC**” means Notice of Criminal Citation.

“**NOI**” means Notice of Infraction.

“**Personally Identifiable Information (PII)**” means information, Records, or a set of linked information that is identifiable to a specific person, including, but not limited to, information that relates to the person’s name, health, finances, education, business, use or receipt of governmental services or other activities such as addresses, telephone numbers, social security numbers, driver’s license numbers, email addresses, credit card information, law enforcement records, or other identifying information or Protected Health Information (PHI).

“**PTCR**” means Police Traffic Collision Reports.

“**Records**” means any paper, correspondence, completed form, bound record book, photograph, film, sound, or video recording, map drawing, machine-readable materials, electronic data (including email), compact disc, or other document, regardless of physical form or characteristics, and including copies thereof, that have been made by or received by any agency, company, or the State of Washington in connection with the transaction of public business, or the work of the department or its employees. For purposes of this Agreement, Records includes, without limitation source code, NOIs, NOCCs, PTCRs, DUI Arrest Reports, and other forms that are created, collected, or transmitted into the TraCS system and stored, and used by the Parties specific to the TraCS application as described herein.

“**Research**” means a systematic investigation, including research development, testing, and evaluation, designed to develop or contribute to generalizable knowledge.

“**Subcontractor**” means one not in the employment of a Party to this Agreement, who is performing all or part of those services under this contract under a separate contract with a Party to this Agreement. The terms “subcontractor” and “subcontractors” mean subcontractor(s) in any tier.

“**TraCS**” means Traffic and Criminal Software.

“**User**” means any Agency Personnel that have TraCS User Accounts.

“**WASPC**” means the Washington Association of Sheriffs and Police Chiefs.

“**WaTech**” means Washington Technology Solutions.

“**WSDOT**” means the Washington State Department of Transportation.

“**WSP**” means the Washington State Patrol.

“**WTSC**” means the Washington Traffic Safety Commission.

2. Statement of Work

The Parties to this Agreement shall furnish the necessary personnel, equipment, material, or service(s) and otherwise do all things necessary for or incidental to the exchange of Records as set forth in *Attachment A (Statement of Work for Data Security Requirements)*.

3. Period of Performance

The period of performance shall commence on the date of the last signature and continue in full force and effect until superseded by a new agreement or terminated as provided herein.

4. Payment

This is a non-financial Agreement. In no event shall either Party seek compensation from the other Party for work performed under this Agreement.

5. Records Maintenance

Records in any medium, furnished by one Party to this Agreement to the other Party, will remain the property of the furnishing Party, unless otherwise agreed. Except as outlined in this Agreement or otherwise required by law, the receiving Party will not disclose or make available these Records to any third Party without first giving notice to the furnishing Party at least fifteen days in advance of the disclosure. Each Party will utilize reasonable security procedures and protections to ensure that the Records provided by the other Party are not erroneously disclosed to third parties.

6. Confidentiality

Except as set forth herein or otherwise required by law, the use or disclosure by either Party of any information concerning the other Party for purposes not directly connected with the administration of responsibilities for the services provided under this Agreement is prohibited. Each Party shall maintain all information which the other Party specifies in writing as Confidential Information to the extent consistent with Washington State or federal law. The Agency shall ensure that its employees and all others with access to the system adhere to this requirement.

6.1 Safeguarding of Confidential Information:

Each Party shall not use or disclose Confidential Information in any manner that would constitute a violation of federal or Washington State law. Each Party agrees to comply with all applicable federal and state laws and regulations, as currently enacted or revised, regarding Records security, PII, and electronic interchange of Confidential Information.

Each Party shall protect Confidential Information collected, used, or acquired in connection with this Agreement, against unauthorized use, disclosure, modification, or loss. Except as otherwise required by law, each Party shall ensure their directors, officers, employees, subcontractors, or agents use it only for the purposes of accomplishing the services set forth in this Agreement. Each Party and all other Authorized Users with access to the system agree not to release, divulge, publish, transfer, sell, or otherwise make it known to unauthorized persons. Additional Authorized Users may be added to the system or may receive Records upon execution of a data sharing agreement between the Parties, the execution of which shall require WSP advanced approval. Each Party agrees to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure.

Each Party reserves the right to monitor, audit, or investigate the use of Confidential Information collected, used, or acquired by the other Party through this Agreement. The monitoring, auditing, or investigating may include, but is not limited to, "Salting." "Salting" is the act of introducing Records containing unique but false information that can be used later to identify inappropriate disclosure of Records.

Each Party shall notify the other Party in writing within 24 hours upon becoming aware of any unauthorized access, use, or disclosure of Confidential Information. Each Party shall take necessary steps to mitigate the harmful effects of such use or disclosure. The Party, whose Records have been subject to any unauthorized access, use, or disclosure, is financially responsible for notification of the unauthorized access, use, or disclosure. The details of the notification must be approved by both Parties. The reviewing Party shall approve or provide specific, actionable objections to the proposed notification within 48 hours of receipt, or approval shall be deemed granted. Each party shall be responsible for the acts, errors, and omissions of itself and its own officers, employees, and agents acting within the scope of their authority and within the scope of the performance of this Agreement.

Any unauthorized release of Confidential Information may result in termination of the Agreement, suspension of on-line access accounts, or the demand for return of all Confidential Information. Each Party warrants that its agents, employees, Authorized Users, or subcontractors are bound to all confidentiality and security obligations of this Agreement.

6.2 Release of Records to State Agencies

The WSP may release Records to the WTSC for carrying out the purpose, powers, and duties of the WTSC as defined in RCW 43.59. The WSP may release records to other state agencies with an authorized purpose for receiving records upon request. The WSP will maintain Records sharing agreements with external agencies receiving records governed by this Agreement.

6.3 Release of Records for Human Subjects Research

Release of Confidential Information for human subject research shall comply with state and federal human research review processes, as implemented by the Washington State Institutional Review Board.

7. Keep Washington Working / Immigration Law

Under Washington law, the WSP and its personnel are generally prohibited from enforcing federal immigration law. See RCW 10.93.160. Neither WSP nor any of its employees may contract in any way to provide civil immigration enforcement assistance. The purpose of this provision is to make clear that the Parties interpret this Agreement as consistent with Washington law, including RCW 10.93.160, and that the WSP and its personnel shall not engage in any acts prohibited by Washington law.

The Parties to this Agreement agree not to use or share any information obtained from the TraCS system, the WSP, its systems, or its personnel, with any third parties to support or engage in civil immigration enforcement activities prohibited by RCW 10.93.160 and/or WA Executive Order 17-01.

8. Directive 22-12 Reproductive Health Care Rights

This Directive prohibits cooperation or assistance with out-of-state abortion and other reproductive health care investigations, prosecutions, or other legal actions.

Pursuant to the provisions of RCW 9.02.110, RCW 9.02.120, and the Governor's Directive 22-12 dated June 30, 2022, the WSP is generally prohibited from cooperating with or providing assistance to out-of-state abortion and other reproductive health care investigations, prosecutions, or other legal actions.

Neither the WSP nor any of its employees or subdivisions may contract in any way to provide civil or criminal cooperation or assistance with abortion and other reproductive health care investigations, prosecutions or other legal actions, including through agreements for task force participation, mutual aid, data (Record) sharing, communications dispatch, or any other agreement that shares resources and/or provides Records as described herein. the WSP shall not use or share WSP resources, Records, or Confidential Information or other information ascertained by the WSP or its personnel, with any third parties to support or engage in abortion or other reproductive health care investigations, prosecutions, or other legal actions.

Therefore, to comply with Governor's directive 22-12 and applicable statutes, the Agency shall not use or share any Confidential Information and/or Records, with any third parties or to support or engage in abortion or other reproductive health care investigations, prosecutions, or other legal actions.

The prohibition on information sharing includes place of birth, present location, release date from detention, if applicable, reproductive health care history, and family members' names, absent a court order or judicial warrant, except as may be required by the Public Records Act (PRA), chapter 42.56 RCW. Incidents of disclosure of such personal information shall be considered a breach of this Agreement and shall be reported to a designated WSP official.

9. Records Retention Notification

WSP will notify Agency when Records owned by the Agency have met the WSP requirements for destruction. WSP will provide Agency 14 (fourteen) days to export any Records owned by the Agency before WSP submits a destruction request.

10. Independent Capacity

The employees or agents of each Party who are engaged in the performance of this Agreement shall for all purposes continue to be employees or agents of that Party and shall not be considered for any purpose to be employees or agents of the other Party. Personnel of either Party providing services under the terms of this Agreement shall be under the direct command and control of that Party's Chief or appropriate authority or designee and shall perform the duties required by this Agreement in a manner consistent with respective Party's policy and regulations, applicable state and local laws, and the Constitutions of the State of Washington and the United States. The assignment of personnel to accomplish the purpose of this Agreement shall be at the discretion of the respective Party's Chief or appropriate authority or designee.

11. Agreement Alterations and Amendments

This Agreement may be amended or altered upon execution of a written mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the Parties.

- 11.1 Changes to the points of contact information may be provided in writing by email to the other Party within 10 days of any such change and enter into a written amendment to memorialize such change.
- 11.2 Without need for written amendment, in its sole discretion, the WSP may require changes in Records formats, report forms and other business rules. The Agency will be notified when any changes or updates to these requirements occur, and the Agency shall comply with any such changes.
- 11.3 WSP shall advise the Agency of any changes to *Attachment C (eTRIP Committee Training)* within five (5) business days of the change taking effect, without need for written amendment.

12. Termination

Either Party may terminate this Agreement upon 30 days' prior written notification to the other Party. If this Agreement is so terminated, the Parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement before the effective date of termination.

13. Disputes

If a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each Party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the Parties hereto. As an alternative to this process, either Party may request intervention by the Governor, as provided by [RCW 43.17.330](#), in which event the Governor's process will control.

14. Governance

This Agreement is entered into pursuant to and under the authority granted by the laws of the State of Washington, and any applicable federal laws and WSP policy. The provisions of this Agreement shall be construed to conform to those laws and policy.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute, rule, or policy, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal and state statutes and rules;
2. The terms of this Agreement;
3. Statement of Work for Data Security Requirements (Attachment A);
4. WSP Policy; and
5. Any other provisions of the Agreement, including material incorporated by reference.

15. Assignment

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either Party in whole or in part.

16. Waiver

A failure by either Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a written amendment executed between the Parties.

17. Hold Harmless

To the extent allowable by law, each Party shall defend, protect, and hold harmless the other Party from and against all claims, suits and/or actions arising from any negligent or intentional act or omission of that Party's employees, agents, and/or authorized subcontractor(s) while performing under this Agreement.

18. Subcontracting

Subcontractors are not allowed under this Agreement.

19. Severability

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

20. Termination of Access

Each Party may at its discretion disqualify an individual authorized by the other Party from gaining access to Records or Confidential Information. Termination of access of one individual by either Party does not affect other individuals authorized under this Agreement. The Party requiring disqualification shall notify the other Party of the disqualification within 48 business hours of the event.

21. Filing Requirements

This Agreement may be required to be filed with the Department of Enterprise Services pursuant to Chapter 39.26, 39.34.040, and 34.080 RCW. No contract so filed is effective nor shall work commence under it until the tenth (10th) working day following the date of filing.

22. Governing Law

This Agreement shall be governed in all respects by the laws of the State of Washington. The jurisdiction for any action hereunder shall be the Superior Court for the State of Washington. The venue of any action hereunder shall be in the Superior Court for Thurston County, State of Washington

23. Antidiscrimination - SB 5186

- 23.1 ***Nondiscrimination Requirement.*** During the term of this Agreement, Agency shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Agency shall give written notice of this nondiscrimination requirement to any labor organizations with which Agency has a collective bargaining or other agreement.
- 23.2 ***Obligation to Cooperate.*** Agency shall cooperate and comply with any Washington state agency investigation regarding any allegation that Agency has engaged in discrimination prohibited by this Agreement pursuant to RCW 49.60.530(3).
- 23.3 ***Default.*** Notwithstanding any provision to the contrary, WSP may suspend Agency upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Agreement pursuant to RCW 49.60.530(3). Any such suspension will remain in place until WSP receives notification that Agency is cooperating with the investigating state agency. In the event Agency is determined to have engaged in discrimination identified at RCW 49.60.530(3), WSP may terminate this Agreement in whole or in part, and Agency may be referred for debarment as provided in RCW 39.26.200. Agency may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

24. Supplier Diversity

This Agreement is not subject to Subcontractor Payment Reporting.

25. Agency Contacts

The below-listed Contacts for each of the Parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Contacts for the Agency are:	The Contacts for the WSP are:
Roger Bell <i>(Signing Authority Name)</i> <i>(Record Sharing Agreement Issues)</i> Selah Police Department 617 S. 1st St Selah, WA 98942 Phone: 509-426-1751 Email: Michael.Gause@selahwa.gov	<u>Debra Peterman, TraCS Program Manager</u> Washington State Patrol PO Box 42622 Olympia WA 98504-2622 Phone: 253-753-8285 Email: debbie.peterman@wsp.wa.gov <u>Jamie Ralkey, TraCS Support Specialist</u> <i>(Technical Issues and Change Requests)</i> Phone: 360-705-5999 Email: TraCS@wsp.wa.gov

26. Public Disclosure

The Parties acknowledge that both Parties are subject to Chapter 42.56 RCW and that this Agreement shall be a public record as defined in the Public Records Act. Any specific information claimed by either Party to be proprietary information must be clearly identified as such. To the extent consistent with Chapter 42.56 RCW, the Parties shall maintain the confidentiality of all such information marked as proprietary information. If a public records request for a copy of this Agreement is received pursuant to Chapter 42.56 RCW, or if a public records request is received for Confidential Information, or other documentation related to the TraCS system, the receiving Party will give the furnishing Party ten days' written notice at the furnishing Party's last known address before releasing any documents that Party has marked as proprietary information. It is furnishing Party's responsibility to take legal action to obtain an injunction prior to the expiration of the ten days' notice. To the extent allowable by law, the furnishing Party will indemnify, defend, and hold harmless the receiving Party for release of documents related to this contract as required by law. Nothing contained in this Section or any other portion of this Agreement affects or modifies either Party's obligation to disclose public records under Chapter 42.56 RCW or other applicable law.

If either Party receives a public records request under Chapter 42.56 RCW for any records containing information subject to this Agreement, the receiving Party agrees to notify the other Party's Public Records Officer within five (5) business days and to follow the procedure set out in this section before disclosing any records. The WSP Public Records Section can be contacted at pubrecs@wsp.wa.gov.

The receiving Party must provide a copy of the records with proposed redactions to the furnishing Party within the time frame required by WSP Public Records Section. The furnishing Party will respond within ten (10) business days of receipt of the redacted records to identify concerns with disclosure of the records, propose any changes to the receiving Party's redactions, or request more time if needed. If the receiving Party disagrees with any of the furnishing Party's concerns or proposed changes, the receiving Party must notify the furnishing Party of that disagreement and provide them with a minimum of fifteen (15) business days to obtain a restraining order or injunction under RCW 42.56.540 before disclosing any records.

27. Force Majeure

Neither Party shall be liable to the other or deemed in default under this Agreement if and to the extent that such Party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the reasonable control of the Party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include acts of God, war, riots, floods, epidemics, or other similar occurrences. Notification: If either Party is delayed by force majeure, said Party shall provide written notification within forty-eight (48)

hours. The notification shall provide evidence of the force majeure to the satisfaction of the other Party. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevented the Party from performing in accordance with this contract. Rights Reserved: Either Party reserves the right to cancel the Agreement during the time of force majeure, and the other Party Agency shall have no recourse against the cancelling Party.

28. Electronic Signatures

A signed copy of this document or any other ancillary document transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this document or such an ancillary document for all purposes. Approved signatures shall include wet ink scanned signatures, or certified electronic signatures. Uncertified electronic signatures are not considered valid signatures and shall not be accepted.

29. All Writings Contained Herein

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto. Notwithstanding any provision to the contrary, in no event shall any unilateral documents such as "click-through agreements," software or web-based application terms and conditions, or any other unilateral agreement not specifically incorporated herein modify the terms and conditions of this Agreement.

Each party to this document, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this document and that its execution, delivery, and performance of this document has been fully authorized and approved, and no further approvals or consents are required to bind each party.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

STATE OF WASHINGTON Selah Police Department		STATE OF WASHINGTON WASHINGTON STATE PATROL	
Signature	Date	Signature	Date
Name: Roger Bell		Name: Christopher Anderson	
Title: Mayor		Title: Information Technology Division Commander	

Attachment A:
Statement of Work for
Data Security Requirements

The Agency shall furnish the necessary personnel, equipment, material, or services and otherwise do all things necessary incidental to the performance of work as set forth below.

This Attachment A documents the security requirements for transferring, accessing, and protecting WSP's network, Records, or Confidential Information shared under the terms of this Agreement.

1. Description of Records

TraCS Records consist of three primary parts:

Part One: The TraCS Forms Manager is used by law enforcement officers and prosecutors across the State of Washington to collect Data and to create, print, and file electronically NOI/NOCC, PTCR, DUI Arrest Reports, Warnings/Correction Notices, Tow/Impound Forms, and Marine Law Enforcement Vessel Inspection and Warning forms.

Part Two: The TraCS Configuration Manager is used by Local Agency System Administrators (LASA) to manage Agency User Accounts

Part Three: All eTRIP Committee partner agency applications that receive and process Records collected on the NOI/NOCC, PTCR, DUI Arrest Reports, Warnings/Correction Notices, Tow/Impound Forms, and Marine Law Enforcement Vessel Inspection and Warning forms and all other TraCS Forms, current or future, either through TraCS (or on paper forms).

2. Agency Responsibilities

The Agency certifies that it operates computers to create or review NOI/NOCC, PTCR, DUI Arrest Reports, Warnings/Correction Notices, Tow/Impound Forms, and Marine Law Enforcement Vessel Inspection and Warning forms pursuant to federal, state, and local requirements using TraCS. Under this Agreement the responsibilities of the Agency are:

- a. The Agency shall designate LASA as the primary contact for TraCS and who will receive TraCS Administrator training. The LASA shall:
 - Document and submit recommendations for modification of TraCS via the change request process;
 - Manage the connection(s) needed to move Records between the TraCS application to the TraCS database;
 - Provide support for Agency Users and reviewers;
 - Update required Agency processes with the parameters of TraCS; and
 - Contact the WSP Information Technology Division Customer Services to initiate a work order for problem resolution and tracking.
- b. Agency support staff will install TraCS software on Agency-owned equipment. The Agency will not share the TraCS installation package with any third party not specifically bound by the confidentiality obligations of this Agreement.
- c. The Agency will adhere to the TraCS application standards for the computing environment as published by WSP and documented in the Agency application for use of the TraCS system. The Agency will make its electronic reporting equipment and system secure and prevent unauthorized use. The Agency will ensure Agency equipment maintains current virus checking software. If the Agency equipment becomes infected, the Agency will take all necessary steps to remove the virus and ensure the virus is not transmitted to the TraCS server located at and maintained by the WSP.
- d. Agency Users and reviewers will send/transmit PTCRs, NOIs, and NOCCs electronic records regularly and promptly. All Agency Users and reviewers will adhere to the training program.

Attachment A:
Statement of Work for
Data Security Requirements

- e. The Agency will be responsible for all required hardware and software purchased for the Agency use of the TraCS application and the transmittal of electronic records to the WSP, including Agency personnel, operating, maintenance, and Records transmission costs. Any costs associated with the Agency interfacing with the TraCS database through JINDEX will be the responsibility of the Agency.

3. WSP Responsibilities

- a. The WSP will provide TraCS software to the Agency at no charge. Maintenance of the TraCS Client application is provided by a third-party vendor Technology Enterprise Group, Inc. (TEG) and the WSP, including maintaining TraCS baseline code, compliance with the business rules, Records formats, and standardized forms. the WSP will provide a secure environment for electronic Records, and retain these Records according to federal and state laws and regulations. the WSP will also provide the Agency with any evasive action required to protect the TraCS computing environment from significant risk.
- b. The WSP will create LASA accounts, train the LASA, and assist the LASA in administration of agency accounts.
- c. The WSP will provide a change request/control process via the ServiceNow application; coordinate change requests describing issues or enhancements through the eTRIP Committee; and provide notification of application modifications at least 30 days in advance of implementation, unless the change is required for immediate security or compliance purposes.
- d. The WSP will transmit NOIs and NOCCs to AOC, and transmit PTCRs to WSDOT and DOL via the JINDEX application.
- e. The WSP reserves the right to review and approve Agency equipment security measures and to suspend or withhold service if a security risk to the TraCS exists or if the Agency fails to correct a known security deficiency with a reasonable time. The WSP shall provide the Agency with written notice of the required correction and the reason for the suspension. Service will be restored upon correction of the security issue to the reasonable satisfaction of the WSP. This includes validation of current virus checking software packages.
- f. The WSP will provide system requirements to Agency during the application process and will answer questions when asked by the Agency regarding security and system requirements.
- g. The WSP will support eTRIP Committee sanctioned training.
- h. The WSP Information Technology Division Customer Services will provide first-level telephone support twenty-four (24) hours-a-day, seven (7) days-a-week to assist the Agency in resolving problems with the TraCS system. Agencies may call (360) 705-5999 to request support. This support is limited to resolutions for routine questions on the TraCS application and processes, including troubleshooting and password resets, and using pre-defined policies and procedures. Items not immediately resolved by the WSP/ITD/CSU will be escalated to the WSP/ITD/TraCS Support; this higher level of support is provided during regular business hours, Monday through Friday.

4. Use of Records

Except as otherwise outlined in this Agreement or required by law, the Records provided by either Party shall be used and accessed only for the limited purposes of carrying out activities pursuant to this Agreement as described herein. The Records shall not be duplicated or disclosed to any third except as authorized in Section 6.1 of the Agreement. Each Party shall not use the Records provided for any purpose not specifically authorized under this Agreement.

Attachment A:
Statement of Work for
Data Security Requirements

The Party to this Agreement that receives personal information from another state agency must protect it in the same manner as the original agency that collected the information pursuant to [Executive Order 00-03](#).

5. Copyrights

For all purposes under Title 17 U.S.C., the State of Washington shall be the copyright owner of all copyrightable material which originates from this Agreement, including but not limited to reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, or sound reproductions. Ownership includes the right to use, copyright, patent, register, and transfer these rights. Notwithstanding the foregoing, Agency shall retain copyrights on all Agency owned copyrightable materials.

6. Security of Records

Each Party shall take due care to protect the shared Records from unauthorized physical and electronic access, as described in this Agreement, to ensure the Parties are in compliance with all appropriate federal laws, Criminal Justice Information Services (CJIS) Security Policy as appropriate, and applicable provisions of the State of Washington Office of the Chief Information Officer (OCIO) security standards.

7. Records Handling Requirements

The handling requirements and protective measures for (Restricted) Confidential Information or Records while in motion and at rest are as follows:

a. GENERAL ACCESS:

Access to the TraCS application is based on business need-to-know. It is explicitly authorized by the WSP Record owner to specific individuals.

b. Transmission of Records:

- i. Electronic file transfer— Secure file transfer (encrypted) required
- ii. Transmission by mail—Traceable delivery required (e.g., messenger, federal or commercial carrier, certified, return receipt mail)
- iii. Transmission by facsimile to a facility that is not secure is prohibited
- iv. Electronic Mail – Encrypted files/attached to email required
- v. Portable Storage Media, e.g., CDs, DVDs, USB flash drives, tapes, etc. – Encryption Required

c. Print:

Store in a secured and lockable enclosure.

d. Copying:

Photocopying equipment use electronic storage devices to process the photocopied/ scanned images. Any electronic storage devices in the photocopying equipment must be either wiped or destroyed upon termination of this Agreement

e. Media Disposal:

- i. Printed materials (reports and documents): Destruction is required (recycling is prohibited). Crosscut shredding of printed material is approved. The use of certified, marked, and locked bins to hold printed material until it is shredded is appropriate.
- ii. Removable magnetic or optical storage media (tape, diskettes, CDs): Media must be destroyed or deposited in certified bins specifically designated for magnetic media or "cleaned" using a U.S. Department of Defense-standard Data cleaning program and then may be reused. Note: Inoperable electronic media must be destroyed. For example, failed hard disks are not returned to the manufacturer, but are destroyed.

f. Physical Security of Data (Records):

Access to areas containing the Data (Records) must be physically restricted. Records must be locked when left unattended.

Attachment A:
Statement of Work for
Data Security Requirements

g. Electronic Records at Rest:

If there is a need for Records to be stored on any of the Recipient's devices, the Agency must assure unauthorized access cannot take place, including but not limited to session locks with password protection when the computer is on and left unattended. Records stored on non-WSP equipment must be encrypted utilizing FIPS 140-2 certified encryption software as required by Section J(iv) below.

h. Authentication of User Identity:

- i. Authentication from inside a WSP facility for the Agency staff to access internal LAN and computer systems requires User ID and password.
- ii. Authentication for the Agency staff from a location outside of a WSP facility requires strong authentication (e.g., digital certificates, hardware, tokens, biometrics, etc.).

i. Records Recovery:

If either Party experiences loss of the Records or equipment obtained or maintained pursuant to this Agreement, that Party shall promptly provide written notification to the other Party's Contract Manager.

j. Systems Management:

The Agency shall ensure all systems, including portable systems, are maintained with all best security practices equal to WSP's including but not limited to:

- i. Install and maintain commercially available antivirus program
- ii. Maintain current levels of security patches on operating systems
- iii. Utilize firewalls
- iv. Utilize FIPS 140-2 certified encryption software with proper configurations
- v. Maintain physically secure areas for information systems
- vi. Monitor logs
- vii. Utilize an established incident plan
- viii. Report incidents involving WSP Data

Attachment B:
Data Classification and Method of Data Access

RECORDS CLASSIFICATION DECLARATION

Records described in this Data Sharing Agreement are assessed to be in the following confidentiality classification:

CONFIDENTIAL

A Data classification for Data that, due to its sensitive or private nature, requires limited and authorized access. Its unauthorized access could adversely impact the agency legally, financially or damage its public integrity.

RESTRICTED CONFIDENTIAL

A Data classification for the most sensitive medical and business Data within the agency. It is confidential (as defined above), however, with a need for added protection. Its unauthorized access would seriously and adversely impact the organization, its customers, employees, or business partners.

METHOD OF RECORDS ACCESS

Method of Access/Transfer

The Data shall be provided by the WSP in the following format:

- Encrypted Data on CD-ROM
- Encrypted electronic mail
- Encrypted files/Data attached to electronic mail
- US or CMS mail
- Secure file transfer
- On-line application
- Network assessment
- Direct connection to the network –and security information to assure Client connectivity.
- Other:

Frequency of Records Exchange

- One time: Records shall be delivered by (date)
- Repetitive: frequency or dates
- As available

AUTHORIZED ACCESS TO RECORDS

Access to the TraCS Records is limited to individual agency staff and business partners who are specifically authorized and who have a business need-to-know. In accordance with the terms contained herein and prior to making the Records available, the Agency shall notify all staff with access to the Records of the use and disclosure requirements.

Attachment C:
eTRIP Committee Training

1. TRAINING REQUIREMENTS

- a. Training courses conducted must be coordinated with the Washington Association of Sheriffs and Police Chiefs (WASPC) TraCS Training Coordinator.
- b. Each Agency User must attend a WASPC sponsored training course.
- c. WASPC will provide a course attendee list to the WSP for User account creation.



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 3/10/2026
Agenda Number: 10E

Action Item

Title: Resolution Authorizing the Mayor to Sign “Task Order No. 26038” with HLA Engineering and Land Surveying, Inc., for Professional Services Related to the City’s East Orchard Avenue Sidewalk Improvements – South Side Project

From: Ty Jones, Public Works Director

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: \$79,800.00 for HLA’s services, which will include engineering and other tasks. (The actual costs for engaging a contractor to perform the work are not yet known, will be presented later, and will be separately acted upon by the City Council.)

Funding Source: 111, Street Improvement Fund

Background/Findings/Facts: The City desires to construct certain sidewalk improvements on the south side of East Orchard Avenue between North 1st Street and North Wenas Road. This will be known as the City’s East Orchard Avenue Sidewalk Improvements – South Side Project (Project).

The entity of HLA Engineering and Land Surveying, Inc. (HLA) is one of the City’s contracted engineering firms and provides professional engineering services to the City on a project-by-project basis, because the City does not directly employ any engineer(s) on its staff. HLA is willing and able to provide the necessary engineering, bidding and other services on this Project. A written task order – labeled “Task Order No. 26038” – has been prepared, reflecting HLA’s expected maximum fees of \$79,800.00 combined (which fees are separated out into a few different categories).

The attached proposed Resolution will, if approved, authorize the Mayor to sign Task Order No. 26038, so work can commence on this Project. The City’s adopted 2026 budget – via Ordinance No. 2261 – includes an appropriation of monies that will be sufficient to cover the work on this Project and that was contemplated to be applied toward this Project.

Recommended Motion: I move to approve the Resolution in the form presented.

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date:	Action Taken:

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE MAYOR TO SIGN “TASK ORDER NO. 26038” WITH HLA ENGINEERING AND LAND SURVEYING, INC., FOR PROFESSIONAL SERVICES RELATED TO THE CITY’S EAST ORCHARD AVENUE SIDEWALK IMPROVEMENTS – SOUTH SIDE PROJECT

WHEREAS, the City desires, as what will be known as the City’s East Orchard Avenue Sidewalk Improvements – South Side Project (Project), to construct certain sidewalk improvement on the north side of East Home Avenue, and to also undertake related tasks and actions; and

WHEREAS, the entity of HLA Engineering and Land Surveying, Inc. (HLA) is one of the City’s contracted engineering firms and provides professional engineering services to the City on a project-by-project basis pursuant to a previously-entered-into Contract for Professional Engineering Services, because the City does not directly employ any engineer(s) on its staff; and

WHEREAS, HLA is willing and able to provide the professional engineering and bidding services that are necessary for this Project; and

WHEREAS, HLA has drafted a six-page “Task Order No. 26038” (with one additional appended page, that is a map), which recites HLA’s scope of work and HLA’s expected maximum fees of \$79,800.00 combined (which fees are separated out into a few different categories); and

WHEREAS, the terms of Task Order No. 26038 are acceptable to City staff and City staff recommends that the City Council authorize the Mayor to sign it; and

WHEREAS, the City Council finds that good causes exists;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor be and is authorized to sign the six-page Task Order No. 26038 with HLA in the form appended hereto.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 10th day of March, 2026.

ATTEST:

Roger Bell, Mayor

Courtney McGarity, City Clerk

APPROVED AS TO FORM:

Rob Case, City Attorney

TASK ORDER NO. 26038

REGARDING GENERAL AGREEMENT BETWEEN THE CITY OF SELAH

AND

HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

PROJECT DESCRIPTION:

E Orchard Avenue Sidewalk Improvements - South Side
HLA Project No. 26038

The City of Selah (CITY) proposes improving the sidewalks along the south side of Orchard Avenue between North 1st Street and South Wenas Road. The project includes construction of new cement curb, gutter, sidewalk, and stormwater upgrades. This project will be funded with local funds. A vicinity map showing the project limits is attached.

At the direction of the CITY, HLA shall provide professional services for the E Orchard Avenue Sidewalk Improvements - South Side (PROJECT). HLA services shall include the following.

SCOPE OF SERVICES:

1.0 Project Management

- 1.1 Perform management of overall PROJECT delivery and PROJECT controls.
- 1.2 Plan and facilitate a PROJECT kickoff meeting to align expectations between the CITY and HLA.
- 1.3 Provide monthly status reports and invoices for the work performed.
- 1.4 Prepare and maintain the PROJECT schedule in conjunction with funding requirements and timelines, to be updated monthly or as otherwise requested by the CITY.
- 1.5 Maintain PROJECT files for CITY review.
- 1.6 Coordinate PROJECT reviews/approvals with the CITY,
- 1.7 Attend one (1) CITY Council meeting to address technical aspects of the work related to scope, design, construction, and schedule.

2.0 Design Engineering

- 2.1 Land Survey.
 - a. Request field locates from 811 Call Before You Dig to confirm existing utility horizontal locations. No excavations will occur by HLA to determine vertical locations.
 - b. Conduct a topographic survey of the PROJECT area to complete design, plans, and specifications.
 - c. Review available plat maps, documents, and surveys to identify public right-of-way widths, easements, and other identified encumbrances. No title reports are anticipated to be ordered. If required, title reports will be ordered by HLA and paid for by the CITY.
- 2.2 30% Plans and Cost Estimate.
 - a. Perform field investigations necessary to design the identified improvements.
 - b. Prepare and provide 30% plans and a cost estimate of improvements for review and comment by the CITY.

- c. Review of public and private utilities, including CITY stormwater, domestic water, sanitary sewer, irrigation, natural gas, telecommunications, and/or fiber optic lines to determine general locations and size of facilities.
 - d. Notify private utilities of pending improvements and advise of the PROJECT schedule.
- 2.3 60% Plans and Estimate.
- a. Attend a review meeting with the CITY to address and resolve 30% review comments and address technical aspects of the work related to the scope, design, and schedule of the PROJECT.
 - b. Prepare and provide 60% plans and a cost estimate of improvements for review and comment by the CITY.
- 2.4 90% Plans, Specifications, and Estimate.
- a. Attend a review meeting with the CITY to address and resolve 60% review comments.
 - b. Prepare and provide 90% plans, specifications, and a cost estimate of improvements for review and comment by the CITY.
 - c. Perform quality assurance and quality control (QA/QC) review of all 90% documents.
- 2.5 Final Plans, Specifications, and Estimate.
- a. Attend a review meeting with the CITY to address and resolve 90% review comments.
 - b. Address CITY review comments and QA/QC comments, and prepare final plans, specifications, and estimate.
 - c. Provide final plans and specifications for the CITY in PDF format suitable for printing and use at the time of bid advertisement. It is anticipated that HLA will prepare one (1) complete set of plans and specifications for one bid call; additional bid packages will be billed as additional services.
 - d. Provide two (2) printed copies of contract documents to the CITY.
 - e. Prepare advertisement for bids. Coordinate with CITY on the number and location of publications and submit the advertisement to the selected publication(s) on behalf of the CITY. All advertising fees are to be paid by the CITY.
- 2.6 Following is the proposed sheet list:

Plan Sheets	Comment
Cover Sheet	
Legend and General Notes	
Typical Sections	
Class 'A' Signing Plans	
TESC Plans	1"=40' Scale
Demolition Plans	
Plan and Profile	
Drainage Table and Details	
Details	CITY, storm, sewer, water, irrigation, etc.

3.0 Bidding Support

- 3.1 Post bid documents to the HLA website and notify the CITY, utility companies, and plan centers of the PROJECT posting.
- 3.2 Create and maintain a planholder list and post to the HLA website.
- 3.3 Answer questions and/or supply information as requested by prospective bidders.
- 3.4 Prepare and issue addenda to contract documents, if necessary.

- 3.5 Participate in the bid opening, evaluate bids, prepare bid tabulation, and make a recommendation for award.

4.0 Construction Engineering

- 4.1 PROJECT Management, Invoicing, and Controls.
 - a. Consult and advise the CITY during construction and perform a final review and report on the completed work with representatives of the CITY.
- 4.2 Staking.
 - a. Furnish a field survey crew to provide geometric control, including construction staking (as needed).
- 4.3 Construction Observation.
 - a. Furnish a resident engineer (inspector) to be on site and provide surveillance of construction for compliance with plans and specifications for the duration of construction, based on standard 40-hour work weeks, and fifteen (15) contract working days. If the Contractor is authorized by the CITY to work extra hours or extend contract time, then an amendment to this task order will be executed by the CITY to compensate for additional work required by HLA.
 - b. Prepare daily progress reports for the PROJECT.
 - c. Monitor compliance with environmental requirements.
 - d. Interpret plans and specifications when necessary.
 - e. Coordinate and attend construction meetings, anticipated once per week during the duration of construction.
 - f. Review acceptance sampling and testing for construction materials.
 - g. Perform measurement and computation of pay items.
 - h. Review Contractor's submission of contract and materials submittals, samples, and shop drawings. Provide field verification of materials incorporated into the PROJECT, where applicable.
- 4.4 Construction Administration.
 - a. Following Council award authorization, prepare notice of award to the Contractor, assemble construction contract documents, and coordinate contract execution with the CITY and Contractor.
 - b. Review the Contractor's submission of their certificate of insurance and contract bond.
 - c. Prepare and transmit notice to proceed to Contractor.
 - d. Coordinate and facilitate preconstruction meeting with the CITY, Contractor, private utilities, and affected agencies, including preconstruction agenda and meeting record.
 - e. Receive and maintain PROJECT communications from the Contractor during construction and compile PROJECT documentation.
 - f. Maintain a Record of Materials (ROM) for the duration of the PROJECT.
 - g. Respond to Contractor requests for information (RFI).
 - h. Prepare and distribute weekly statements of working days.
 - i. Prepare and provide monthly progress estimates and recommend Contractor progress payments to the CITY.
 - j. Prepare proposed contract change orders and provide to the CITY for review and concurrence, when applicable.
 - k. Monitor the Contractor's compliance with state labor standards.
- 4.5 PROJECT Closeout.
 - a. Prepare and furnish record drawings and field notes of completed work in accordance with PROJECT field records.
 - b. Conduct final walkthrough inspection with the Contractor and CITY. Prepare and transmit the punchlist to the Contractor.
 - c. Monitor lien releases from state agencies.
 - d. Notify CITY when retainage may be released.
 - e. Coordinate and administer a PROJECT completion debrief meeting with CITY, HLA, and the Contractor.

- f. Prepare and submit the recommendation of PROJECT acceptance.
- g. Prepare and submit Notice of Completion of Public Works Contract (NOC).
- h. Assist CITY with project closeout process.

Additional Services

Provide professional engineering services for additional work requested by the CITY that is not included in this Task Order.

Items to be Furnished and Responsibility of the CITY

The CITY will provide or perform the following:

- Provide all information as to the CITY requirements for the PROJECT.
- Provide all available information pertinent to the PROJECT relative to the completion of design and construction of the PROJECT.
- Examine all documents presented by HLA and provide written decisions within a reasonable time so as not to delay the work of HLA. All design submittals (30%, 60%, 90%) shall be reviewed by the CITY, and comments returned to HLA within two (2) weeks of each submittal.
- Obtain approval of all government authorities for the PROJECT, and approvals and consents from other individuals as necessary for completion of the PROJECT.
- Pay for advertising, notices, or other publications as may be required.
- Pay for all necessary permits and testing fees not paid by the Contractor.
- The CITY shall provide any existing right-of-way files that are pertinent to the design. No right-of-way acquisition is planned as part of the PROJECT. No temporary construction easements (TCEs) are expected for the PROJECT. Assistance with right-of-way processes can be provided and billed as Additional Services, as directed by the CITY.

TIME OF PERFORMANCE:

HLA will diligently pursue the completion of the PROJECT as follows:

1.0 Project Management

Project management services will be provided for the duration of the PROJECT through PROJECT closeout, including preparation and submission of all required documents to the applicable controlling authority or authorities.

2.0 Design Engineering

- 2.1 HLA will begin professional land surveying services upon receipt of this executed Task Order and will conclude at completion of the Design Engineering phase.
- 2.2 HLA will provide 30% plans and a cost estimate for CITY review within thirty (30) working days from receipt of this executed Task Order.
- 2.3 HLA will provide 60% plans and cost estimate for CITY review within thirty (30) working days of receiving CITY comments on 30% plans and a cost estimate.
- 2.4 HLA will provide 90% plans, specifications, and cost estimate within thirty (30) working days of receiving CITY comments on 60% plans and estimate.

- 2.5 100% plans, specifications, and cost estimate will be provided within fifteen (15) working days of receiving CITY comments on 90% plans, specifications, and estimate.

3.0 Bidding Support

Bidding support will begin on the publication date of the PROJECT advertisement for bids and will terminate upon award of the construction contract.

4.0 Construction Engineering

Construction engineering shall begin upon the construction contract award by the CITY and extend through notification to the CITY when retainage may be released. The schedule will be as follows.

- 4.1 A maximum of fifteen (15) working days has been allotted for the construction of improvements, utilizing a standard 40-hour work week.
- 4.2 Should the Contractor be granted time extensions for construction completion due to recognized delays, requested additional work, and/or change orders, services during construction beyond the fifteen (15) working days shall be billed as additional services.

Additional Services

Additional services directed by the CITY will be completed as mutually agreed upon at the time service is requested by the CITY.

FEE FOR SERVICES:

For the services furnished by HLA as described within this Task Order, the CITY agrees to pay HLA the fees as set forth herein. The amounts listed below may be revised only by written agreement of both parties. HLA reserves the right to move fees and estimated work hours between phases as necessary to complete the PROJECT.

1.0 Project Management

Work for project management shall be performed for the lump sum fee of \$3,800.

2.0 Design Engineering

Work for design engineering services shall be performed for the lump sum fee of \$28,000.

3.0 Bidding Support

Work for bidding support shall be performed for the lump sum fee of \$3,000.

4.0 Construction Engineering

Work for construction engineering services shall be performed on a time-spent basis at the current hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses for the estimated fee of \$45,000. If the Contractor is granted additional working days beyond those identified in the Time of Performance, then associated work shall be considered additional services.

Additional Services

Additional work requested by the CITY not included in this Task Order shall be authorized by the CITY and agreed upon by HLA in writing before proceeding with services. HLA will perform additional services as directed/authorized by the CITY on a time-spent basis at the current hourly billing rates included in our General Agreement, plus reimbursement for direct non-salary expenses such as vehicle mileage, out-of-town meals/lodging, advertising, and printing expenses.

Proposed:

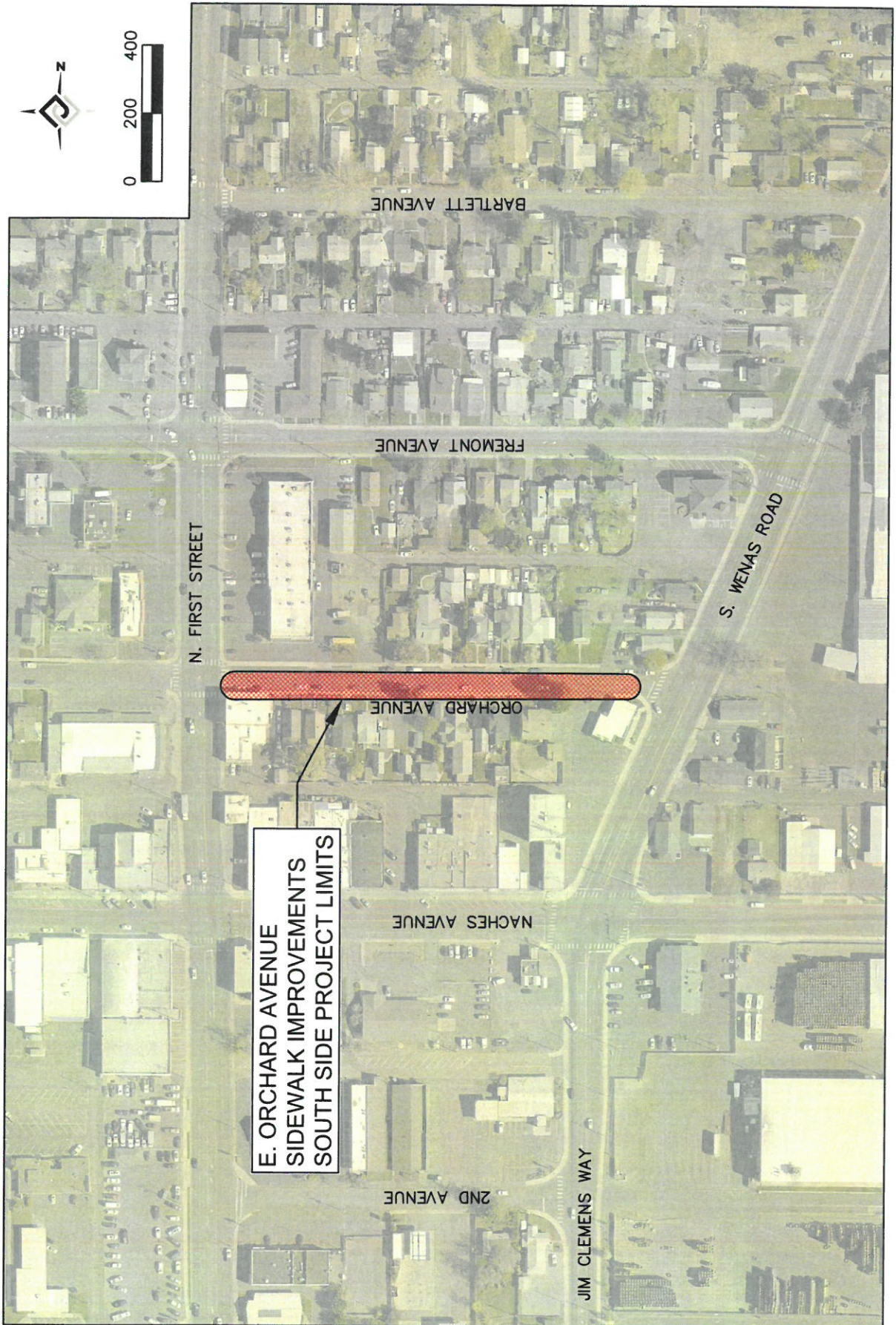
HLA Engineering and Land Surveying, Inc.
Benjamin A. Annen, PE, President

Date

Approved:

City of Selah
Roger Bell, Mayor

Date



E. ORCHARD AVENUE
SIDEWALK IMPROVEMENTS
SOUTH SIDE PROJECT LIMITS

CITY OF SELAH
E. ORCHARD AVENUE SIDEWALK
IMPROVEMENTS SOUTH SIDE

VICINITY MAP

JOB NUMBER: 25006
DATE: 1-19-26

FILE NAMES: TIB.dwg
DRAWING:

DESIGNED BY: ---
ENTERED BY: CHC



2803 River Road
Yakima, WA 98902
(509) 966-7000
www.hiacivil.com





Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 3/10/2026
Agenda Number: 13A

Action Item

Title: Resolution Authorizing the Mayor to Sign a Fifteen-Page Professional Services Agreement with Secure Court Solutions, L.L.C., for Electronic Home Monitoring and Remote Alcohol Breath Monitoring

From: Police Chief, Michael Gause

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: For Electronic Home Monitoring: the provider would charge the City ten dollars per day of use (\$10.00/day), and, in turn, the City would then charge the defendant/user twenty dollars per day of use (\$20.00/day).

For Remote Alcohol Breath Monitoring: the provider would charge the City six dollars per day of us (\$6.00/day), and, in turn, the City would then charge the defendant/user eight dollars per day of use (\$8.00/day).

Funding Source: 001 General Fund

Background/Findings/Facts: The Selah Police Department (in conjunction with the Municipal Court) has been using Electronic Home Monitoring and Remote Alcohol Breath Monitoring services from Secure Court Solutions, L.L.C., via a contractual arrangement. A new 15-page Professional Services Agreement has been drafted. A copy is submitted with this instant AIS. The City Attorney has reviewed it, and its terms are acceptable to City staff.

The cost of each service paid for directly by the City will slightly increase (compared to the prior contractual arrangement). The City intends to mirror the increase when it imposes its own charges upon defendants/users, so that the City will not suffer any decrease in revenues.

These are vital services that benefit both qualifying defendants/users and the City. Qualifying defendants/users are able to serve a sentence (or fulfill a condition) while still having the ability to work. The City avoids having to pay for inmate jail housing.

A proposed Resolution is submitted with the instant AIS that, if approved, will authorize the Mayor to sign the new 15-page Professional Services Agreement.

Recommended Motion: I move to approve the Resolution in the form presented.

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date:	Action Taken:
	None

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE MAYOR TO SIGN A FIFTEEN-PAGE
PROFESSIONAL SERVICES AGREEMENT WITH SECURE COURT SOLUTIONS, L.L.C.,
FOR ELECTRONIC HOME MONITORING AND REMOTE ALCOHOL BREATH
MONITORING

WHEREAS, the Selah Police Department (in conjunction with the Selah Municipal Court) desires to have the option of using Electronic Home Monitoring and Remote Alcohol Breath Monitoring services from Secure Court Solutions, L.L.C.; and

WHEREAS, a proposed 15-page Professional Services Agreement has been prepared to make these services to be available, the City Attorney has reviewed it, and its terms are acceptable to City staff; and

WHEREAS, City staff has recommended that the proposed Professional Service Agreement be approved and entered into; and

WHEREAS, the City Council finds that good cause exists;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor be and is authorized to sign the 15-page Professional Service Agreement in the form appended hereto.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 10th day of March, 2026.

Roger Bell, Mayor

ATTEST:

Courtney McGarity, City Clerk

APPROVED AS TO FORM:

Rob Case, City Attorney

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (this “**Agreement**”), dated as of the date of the last signature (the “**Effective Date**”), is by and between SECURE COURT SOLUTIONS, LLC, a Washington limited liability company (“**Service Provider**”) and SELAH POLICE DEPARTMENT (“**Client**”). Service Provider and Client may be referred to collectively as the “**Parties**” or individually as a “**Party**.”

RECITALS

A. Service Provider has the capability and capacity to provide certain professional services involving the Secure Continuous Remote Alcohol Monitoring (“**SCRAM/SCRAM+HA**”) and Electronic Home Monitoring/Global Positioning System (“**EHM/GPS**”) programs; and

B. Client desires to retain Service Provider to provide the said services, and Service Provider is willing to perform such services under the terms and conditions hereinafter set forth.

AGREEMENT

IN CONSIDERATION of the mutual covenants and agreements set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Service Provider and Client agree as follows:

1. **Services.** Service Provider shall provide to Client the services described on the attached “**Exhibit A**” (the “**Services**”). Other than as set forth in Section 3 below, changes to the Services will be deemed issued and accepted only if made in writing and signed by both Parties (each a “**Change Order**”).

2. **Service Provider Obligations.** Service Provider shall provide the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

3. **Changes to Equipment Types and Pricing.** The Service Provider shall have the right to update, revise or replace equipment types, and relevant pricing with a minimum of thirty (30) days’ advance notice given to the Client.

4. **Audits.** The Service Provider reserves the right to conduct periodic equipment audits, at a mutually agreeable time, date and place, in order to ensure the location and condition of the equipment provided to the Client.

5. **Ownership of Equipment.** Equipment is the property of the Service Provider and is only being utilized by the Client for the approved use with a qualified user (“**Program Participant**”) for the duration of each Program Participant's program requirement(s).

6. **Records.** The Service Provider shall keep, and make available to the Client upon request, all records relating to the performance of this Agreement for six (6) years after termination or expiration of this Agreement. In the event the Client learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by the Service Provider may be of evidentiary value, the Client may issue written notice to the Service Provider of such circumstance and direct the Service Provider to hold such records. In the event that the Service Provider receives such written notice, the Service Provider shall keep such records until notified by the Client or a court of competent jurisdiction that the records may be purged.

7. Public Records Act. This Section only applies if the Client is a governmental entity. Service Provider hereby acknowledges that the Client is a governmental entity and as such are subject to the requirements of the Public Records Act, Chapter 42.56 RCW. Accordingly, Service Provider understands that the Client may be required by virtue of that Act to disclose any records related to this Agreement actually in their possession or in Service Provider's possession. In the event the Client receives a request for identifiable records it reasonably believes may be wholly or partially within the possession of the Service Provider, that the Client may forward the request to the Service Provider. Upon receipt of such a request, the Service Provider will have no more than ten (10) business days to provide any responsive records within its possession to the Client. Records to be provided may include records that the Service Provider regards as confidential or proprietary. To the extent that Service Provider provides any records to the Client that it regards as confidential or proprietary, Service Provider agrees to conspicuously mark the records as such. The Client agrees to take all steps to notify Service Provider in a timely fashion of any request made under the Public Records Act that will require disclosure of any records marked by Service Provider as confidential or proprietary, so that Service Provider may seek a judicial order of protection if necessary.

8. Client Obligations. Client shall:

8.1 Information. Provide Service Provider with full, complete, and accurate information as needed for performing the Services.

8.2 No Refusal. Assist with on-site equipment audits and allow reasonable access to all equipment provided by the Service Provider, and will not refuse reasonable requests to assist in these audits.

8.3 Prompt Responses. Respond promptly to requests from Service Provider for instructions, information, or approvals required by Service Provider to provide the Services.

8.4 Cooperation. Cooperate with Service Provider in its performance of the Services and provide access to Client's premises, employees, contractors, and equipment as required to enable Service Provider to provide the Services.

8.5 Cleaning Requirements. Clean the SCRAM/SCRAM+HA and EHM/GPS bracelets after each Program Participant usage, as required by Alcohol Monitoring Systems, Inc. ("AMS") guidelines, which are incorporated into this contract by reference herein. Cleaning solution will be provided to the Client by the Service Provider.

8.6 Approved Service Locations. Only install, monitor, and de-install the SCRAM/SCRAM+HA and EHM/GPS bracelets, at approved service locations. Approved service locations include the following location(s):

9. Lost or Stolen Equipment.

9.1 Lost or Damaged Equipment. The Client shall pay the Service Provider for all lost, stolen, damaged, and/or absconded equipment. The pricing guideline for the equipment is identified in "Exhibit B."

9.2 Notice. If any SCRAM/SCRAM+HA, EHM/GPS, Program equipment is stolen, damaged, lost or absconded with by a Program Participant, the Client will notify the Service

Provider within five (5) business days of loss. The Service Provider will invoice the Client for all lost, stolen, damaged or absconded equipment the following month after the loss has been reported.

9.3 RMA. The Client shall contact the Service Provider to obtain a Returned Merchandise Authorization (RMA) number when equipment has been damaged, needing calibration, or replaced as required by AMS.

10. Fees and Expenses.

10.1 Compensation. Client shall pay Service Provider for the Services in accordance with the pricing schedule in “**Exhibit C**” (the “**Compensation**”). Service Provider shall provide Client with a monthly invoice detailing the total due, including the Compensation and applicable sales tax and other charges required by law. Invoices shall cover the time the Service Provider performed work for the Client during the billing period. Compensation may be adjusted by the Service Provider at the beginning of each Renewal Term, as defined below, upon thirty (30) days’ written notice to the Client.

10.2 Payment Following Termination. In the event that this Agreement is terminated prior to completion of the Services, Service Provider is entitled to payment for Services rendered. Service Provider shall provide Client with an invoice detailing the Services rendered up to the date of termination.

10.3 Due Date. Unless otherwise agreed to in a writing signed by both Parties, payment on any invoice is due to Service Provider within fifteen (15) days of receipt by the Client of an invoice from Service Provider.

10.4 Deemed Acceptance. Failure to notify Service Provider in writing of any disputes regarding charges on any invoice within fifteen (15) days of receipt of the invoice shall be considered acceptance of those invoices for payment under this Agreement.

10.5 Late Payments. All late payments shall bear interest at the lesser of (a) the rate of 10% per annum and (b) the highest rate permissible under applicable law, calculated daily and compounded monthly. Client shall also reimburse Service Provider for all costs incurred in collecting any late payments, including, without limitation, attorney fees. In addition to all other remedies available under this Agreement or at law (which Service Provider does not waive by the exercise of any rights hereunder), Service Provider shall be entitled to suspend the provision of any Services if the Client fails to pay any amounts when due hereunder and such failure continues for fifteen (15) days following written notice thereof.

11. Term, Termination, and Survival.

11.1 Term. The initial term of this Agreement (the “Initial Term”) shall be one year commencing on the Effective Date, and this Agreement shall automatically renew on each anniversary of the Effective Date for successive one-year periods (each, a “Renewal Term”), unless sooner terminated pursuant to this Agreement.

11.2 Mutual Termination Rights. Either Party may terminate this Agreement, effective upon thirty (30) calendar days’ written notice to the other Party.

11.3 Material Breach. Either Party may terminate this Agreement, effective upon written notice to the other Party (the “Defaulting Party”) if the Defaulting Party materially

breaches this Agreement, and the Defaulting Party does not cure such breach within ten (10) calendar days after receipt of written notice of such breach, or such material breach is incapable of cure.

11.4 Survival. Any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any termination or expiration of this Agreement.

12. Limited Warranty.

12.1 Warranty. Service Provider warrants that it shall perform the Services:

(a) In accordance with the terms and subject to the conditions set out on “**Exhibit A**,” any Change Order(s), if applicable, and this Agreement.

(b) In a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

12.2 No Other Warranties. SERVICE PROVIDER MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

13. Confidentiality. The term “**Confidential Information**” refers to any data or information relating to the business of Client which would reasonably be considered to be proprietary to Client including, but not limited to accounting records, business processes, and client records, and that is not generally known in the industry of Client, and where the release of that Confidential Information could reasonably be expected to cause harm to Client. All such written and oral information and material disclosed or provided by Client to Service Provider under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to Service Provider. Service Provider agrees not to disclose, divulge, reveal, report, or use, for any purpose, any Confidential Information which Service Provider has obtained, except as authorized by Client or as required by law. Upon the expiration or termination of this Agreement, Service Provider shall return to Client any property, documentation, records or Confidential Information which is the property of Client.

14. Intellectual Property.

14.1 All intellectual property rights, including copyrights, trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights in and to all documents, work product and other materials that are developed or produced under this Agreement or prepared by or on behalf of the Service Provider in the course of performing the Services (collectively the “**Intellectual Property**”) shall be owned by Service Provider. SUCH INTELLECTUAL PROPERTY MAY NOT BE USED BY CLIENT FOR ANY ENDEAVOR OUTSIDE OF THE SERVICES WITHOUT THE WRITTEN CONSENT OF SERVICE PROVIDER. ANY USE OF INTELLECTUAL PROPERTY BY CLIENT FOR ANY ENDEAVOR OUTSIDE OF THE SERVICES SHALL BE A BREACH OF THIS AGREEMENT AND SHALL BE GROUNDS FOR IMMEDIATE TERMINATION OF THIS AGREEMENT.

14.2 The Parties recognize that irreparable injury will result to Service Provider if Client uses Intellectual Property for any endeavor outside of the Services. Client agrees that if Client should use Intellectual Property for any endeavor outside of the Services, Service Provider shall be

entitled to seek an injunction prohibiting Client from using Intellectual Property in such manner and Service Provider may also, at its option, seek liquidated damages against Client. The Parties agree that it would be difficult to determine the actual damages resulting from such a breach and agree that a reasonable liquidated damages amount for Service Provider to recover is Twenty-Five Thousand Dollars (\$25,000). All sums payable as liquidated damages shall be payable in full upon notice to Client by Service Provider. It is understood and agreed that no failure or delay by Service Provider in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege under this Agreement. The aforementioned injunctive relief and liquidated damages are cumulative and are in addition to any other remedies, damages, and relief as may be available under applicable law.

14.3 Service Provider hereby grants Client a license to use all Intellectual Property free of additional charge and on a non-exclusive, non-transferable, non-sublicensable, limited-use basis to the extent necessary to enable Client to make reasonable use of the Services. Client waives all claims against Service Provider arising out of or related to use of Intellectual Property on a different project; use of Intellectual Property by a third party; and use of Intellectual Property following a termination of this Agreement when the Service Provider is not in the default.

15. Limitation of Liability.

15.1 IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

15.2 IN NO EVENT SHALL SERVICE PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO SERVICE PROVIDER PURSUANT TO THIS AGREEMENT.

16. Indemnification. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, Client agrees to indemnify, defend, and hold harmless Service Provider, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of Client, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement.

17. Insurance. Client shall, at its sole cost and expense, procure and maintain in full force and effect during the Term of this Agreement commercial general liability insurance, including coverage for contractual liability sufficient to cover Client's indemnity obligations under this Agreement, with limits of not less than One Million Dollars (\$1,000,000) per occurrence and in the aggregate. Such policy shall name Service Provider as an additional insured. Upon request, Client shall provide Service Provider with certificates of insurance and endorsements evidencing the required coverage. Each certificate shall provide that the insurer will give Service Provider at least thirty (30) days' prior written notice of cancellation or

material modification. Client's failure to maintain the required insurance shall be deemed a material breach of this Agreement and shall not limit or otherwise reduce Client's indemnity obligations hereunder.

18. Nondiscrimination. The Service Provider and its assignees, delegates, or subcontractors shall not discriminate against any person in the performance of any of their obligations hereunder on the basis of race, religion, color, national origin, sex, age, honorably discharged veteran or military status, sexual orientation, marital status, the presence of any sensory, mental, or physical disability, or any other protected status.

19. Entire Agreement. This Agreement, including and together with any related Change Order(s), exhibits, schedules, attachments and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

20. Notices. All notices, requests, consents, claims, demands, waivers and other communications under this Agreement (each, a "Notice") must be in writing and addressed to the other Party at its address below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this section.

Notice to Client:

SELAH POLICE DEPARTMENT
617 South 1st Street, Selah, WA 98942
Attention: Christopher Knox
Email: chris.knox@selahwa.gov

Notice to Service Provider:

Secure Court Solutions, LLC
507 W. Clark Street (PO Box 2276)
Pasco, WA 99301
Attention: Brandy Garza, President
Email: bgarza@securecourt.com

21. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

22. Attorneys Fees. Should legal action be required to enforce or interpret this Agreement, Service Provider will be entitled to recover reasonable attorneys' fees, costs, and necessary expenses, in addition to any other remedies available to Service Provider.

23. Amendments. No amendment to or modification of this Agreement is effective unless it is in writing and signed by each Party.

24. Time of the Essence. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

25. Waiver. No waiver by any Party of any of the provisions of this Agreement will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

26. Assignment. Neither Party shall assign, transfer, delegate or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party. Any purported assignment or delegation in violation of this section shall be null and void. No assignment or delegation shall relieve either Party of any of its obligations under this Agreement.

27. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

28. Relationship of the Parties. In providing the Services under this Agreement, it is expressly agreed that Service Provider is acting as an independent contractor and not as an employee. The details of the method and manner for performance of the Services by Service Provider shall be under its own control, Client being interested only in the results thereof. Service Provider shall be solely responsible for supervising, controlling, and directing the details and manner of the completion of the Services, and will provide at Service Provider's own expense, any and all equipment, software, materials and any other supplies necessary to deliver the Services in accordance with this Agreement. Nothing in this Agreement shall give Client the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

29. Non-Exclusivity. The Parties acknowledge that this Agreement is non-exclusive and that either Party is free to engage or contract with third parties for the provision of services similar to the Services.

30. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

31. Dispute Resolution. Client and Service Provider agree that all disputes arising out of or relating to this Agreement shall first be submitted to non-binding mediation under the rules of the American Arbitration Association unless the Parties mutually agree otherwise in writing. This section shall not apply to Service Provider's matters involving collections and unpaid invoices.

32. Choice of Law and Forum. This Agreement and all related documents and all matters arising out of or relating to this Agreement are governed by, and construed in accordance with, the laws of the State of Washington. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement in any forum other than the courts of the State of Washington. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Venue for any action shall be in Franklin County, Washington.

33. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

34. Force Majeure. No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of the Client to make payments to Service Provider hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("**Impacted Party**") control, including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, pandemics, epidemics, endemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) declared national or regional emergency; and (g) other events beyond the control of the Impacted Party. This provision only applies to non-monetary obligations and shall not apply to or excuse payment obligations.

The Impacted Party shall give notice within ten (10) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of thirty (30) days following written notice given by it under this Section, the other Party may thereafter terminate this Agreement upon thirty (30) days' written notice.

[signature page follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and delivered as of the Effective Date.

CLIENT:

SELAH POLICE DEPARTMENT

By: _____
Name: _____
Title: _____

SERVICE PROVIDER:

Secure Court Services, LLC, a Washington limited liability company

By: _____
Name: Brandy Garza
Title: President

EXHIBIT A

Scope of Services

The Service Provider shall provide the equipment and accessories necessary to implement the SCRAM/SCRAM+HA and EHM/GPS programs for the Client. This will include inventory management, support with maintenance and replacement of defective, lost or damaged equipment. The Client is responsible for ensuring that each SCRAM/SCRAM+HA Program Participant executes the SCRAM/SCRAM+HA Program Participant Agreement form in "**Exhibit D**", located on the SCRAMnet website, wherein each Program Participant accepts full financial responsibility for all lost, stolen and/or damaged equipment assigned to the Program Participant.

The Service Provider will ensure that the Client has all the necessary startup tools, which include: one (1) Direct Connect; one (1) pair of sheer cutters; one (1) torque screwdriver; and one (1) GPS removal tool to properly install and remove the SCRAM/SCRAM+HA and EHM/GPS bracelets. The Service Provider will timely provide faceplate kits and monthly consumables at no additional cost to the Client, pursuant to the Service Provider's Consumable Replenishment Formula in "**Exhibit E**."

The Service Provider shall ensure inventory management and replacement equipment at no cost to the Client. The Service Provider shall ensure that the program is supplied with all necessary SCRAM/SCRAM+HA and EHM/GPS equipment for Partner Supply Programs and its operation.

The Client shall perform required maintenance of all SCRAM/SCRAM+HA equipment provided as stated by current AMS guidelines, and as hereafter amended, which are incorporated by reference as if fully set forth herein.

The Client shall properly manage all alerts for active Program Participants according to AMS guidelines.

The Service Provider shall ensure that a designated SCRAM/SCRAM+HA or EHM/GPS technician shall provide intensive support and training on the technology and proper implementation of the SCRAM/SCRAM+HA and EHM/GPS Programs. The Service Provider shall ensure that the technical staff assigned to the program is adequately trained in the SCRAM/SCRAM+HA and EHM/GPS technology, including installations, de-installations and the SCRAMnet website. This shall include how to troubleshoot equipment issues and all alerts.

The Service Provider shall provide ongoing technical expertise and support to the Client staff to ensure effective SCRAM/SCRAM+HA and EHM/GPS services. Designated Service Provider staff and program leaders shall be available by telephone at any time to assist with technical issues, inventory management and program management. The Client will be responsible for program monitoring, data management, court reporting and participant money collections.

SCRAM/SCRAM+HA Equipment

SCRAM/SCRAM+HA (Secure Continuous Remote Alcohol Monitoring) - 24/7 transdermal alcohol testing, automatically tests every 30 minutes. Optional curfew-based house arrest can be activated or deactivated depending on needs.

Remote Breath Pro - portable breath alcohol monitoring, facial recognition, up to 8 tests per day. (Recommended: use as combo with SCRAM/SCRAM+HA for reward/sanction program).

EHM/GPS Equipment

EHM/GPS- GPS location monitoring and analytics, provides minute by minute tracking of clients. Can accommodate unlimited inclusion or exclusion zones.

Ally - DV Monitoring - mobile app that works in conjunction with GPS bracelet to ensure that when a GPS client is in proximity to the victim's phone, both the victim and supervising authorities are notified.

TouchPoint Mobile App - enhances communication between officers and defendants. Mobile check-in, two-layer verification using biometrics and facial recognition, document management, electronic monitoring notifications, messaging and appointment reminders.

Procedures/ Training

Ensure that designated SCRAM/SCRAM+HA and EHM/GPS technicians provide intensive support and training on the technology during the implementation of the program. Service Provider staff will ensure that technical staff assigned to the program are adequately trained on the technology, including installations, de-Installations, reporting, and monitoring.

Daily Action Plan, and Equipment Maintenance

To effectively enroll, monitor and de-enroll participants on SCRAM/SCRAM+HA, Remote Breath, EHM/GPS, Ally and TouchPoint. Technical staff will be trained to understand and navigate through SCRAMnet.

On-going Support

- Service Provider will provide ongoing technical expertise and support to Client, to ensure quality, effective electronic monitoring services.
- Service Provider will ensure ongoing training and staff development as the technology changes or upgrades.
- Designated Service Provider staff and program leaders will be available by telephone at any time to assist with technical issues, such as issues with equipment.
- Service Provider will provide the equipment necessary to implement the program.

EXHIBIT B
Equipment Replacement Pricing

The Client will be charged according to the below replacement cost for lost, stolen, damaged, and/or absconded equipment. The Client will report all lost, stolen, damaged, and/or absconded equipment to the Service Provider within five (5) business days of the date that the Client marked the equipment as lost, stolen, absconded and/or damaged. Below is the current pricing structure outlined by equipment type. The pricing of each individual piece of equipment is provided below as a guide to the Client, so that they are informed of the price of the equipment.

EQUIPMENT	COST PER UNIT
SCRAM/SCRAM+HA	\$1,600.00 plus tax
SCRAM/SCRAM+HA Landline Base	\$700.00 plus tax
SCRAM/SCRAM+HA Wireless Base	\$1,000.00 plus tax
EHM/GPS Bracelet	\$1,500.00 plus tax
EHM/GPS Charger	\$100.00 plus tax

The total number of lost, stolen, damaged and absconded equipment will be calculated, based on the payment scale aforementioned. Both parties will be able to check this number at any time.

EXHIBIT C
SCRAM/SCRAM+HA and EHM/GPS Pricing Options

SCRAM/SCRAM-HA Daily Rate \$8.00 plus tax (Active Only)

SCRAM/SCRAM-HA Ethernet and Wireless Base \$2.00 plus tax (Active Only)

SCRAM Remote Breath \$6.00 plus tax (Active Only)

SCRAM and EHM \$16.00 plus tax (\$8.00 per device) (Active Only)

EHM/GPS Daily Rate \$10.00 plus tax (Active Only)

EXHIBIT D
SCRAM/SCRAM+HA Program Participant Agreement

See attached.

EXHIBIT E
Consumable Replenishment Formula

Consumables are replaced upon request from client to service provider.